

MARCH 14, 2008MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION****08 C 1529**KLUBER SKAHAN + ASSOCIATES, INC.,
an Illinois corporation,

Plaintiff,

v.

CORDOGAN, CLARK & ASSOC., INC.
an Illinois corporation, and JEYEONG KIM,
an individual,

Defendants.

**JUDGE ZAGEL
MAGISTRATE JUDGE NOLAN****JURY TRIAL DEMANDED****COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES**

Plaintiff Kluber Skahan + Associates, Inc., an Illinois corporation, as and for its Complaint against Defendants Cordogan, Clark & Assoc., Inc., an Illinois corporation, and Jeyeong Kim, states by and through its counsel, Derke J. Price and Ellen K. Emery of Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer P.C., as follows:

The Parties

1. Plaintiff Kluber Skahan + Associates, Inc., ("KS+A") is an Illinois corporation and licensed professional design firm engaged in the practice of architecture and engineering with its principal place of business at 901 N. Batavia Avenue, Batavia, Illinois.

2. Defendant Cordogan, Clark & Assoc., Inc. ("Cordogan") is an Illinois corporation and licensed professional design firm engaged in the practice of architecture with its principal place of business at 960 Ridgeway Avenue, Aurora, Illinois.

3. Defendant Jeyeong Kim ("Kim") was, from 4/15/02 through 4/12/04, employed at KS+A as an engineering intern and was not a licensed engineer at any time during his period of

employment with KS+A. Kim left KS+A and became an employee at Cordogan. He has subsequently become a licensed engineer. He has, on information and belief, left the employ of Cordogan and is now practicing in Aurora, Illinois. Upon information and belief, Kim lives in Kane County, Illinois.

Jurisdiction and Venue

4. KS+A incorporates by reference and realleges each allegation set forth in paragraphs 1 through 3 above as if fully set forth herein.

5. This lawsuit is brought pursuant to the Copyright Act of 1976, as amended, 17 U.S.C. §§101, et seq. This Court has jurisdiction of the subject matter to this action under 28 U.S.C. §1338(a), pursuant to which the United States District Courts have original and exclusive jurisdiction of all civil actions arising under any Act of Congress relating to copyrights. This Court also has jurisdiction pursuant to 28 U.S.C. §1331, because this civil action arises under the laws of the United States and presents a federal question. This Court has supplemental jurisdiction over KS+A's state law claims pursuant to 28 U.S.C. § 1367.

6. This Court has personal jurisdiction over the parties in this action. The activities over which KS+A complains and give rise to this action took place in the State of Illinois. Defendants' activities infringing KS+A's copyrights took place within the Northern District of Illinois. Additionally, each Defendant conducts business, is employed, or reside within the State of Illinois and the jurisdiction of this Court, and venue is proper under 28 U.S.C. §1391(b) and 28 U.S.C. §1400(a).

Allegations Common to All Counts

7. KS+A incorporates by reference and realleges each allegation set forth in paragraphs 1 through 6 above as if fully set forth herein.

8. KS+A is a professional design firm that is engaged in the practice of architecture and engineering. KS+A employs both licensed architects and engineers, including Michael T. Kluber, a licensed professional engineer.

9. Beginning in the Spring of 2002 and continuing through 2004, KS+A created, organized and refined various design elements to be used in conjunction with its computer-assisted-design ("CAD") programs, including symbols, abbreviations, diagrams, schedules and detail drawings (collectively "Design Components"). The Design Components are incorporated into, and component parts of, the architectural and engineering plans, drawings, and designs that KS+A creates. True and correct copies of the Design Components are attached hereto and incorporated herein as Group Exhibit A.

10. Michael T. Kluber was the professional engineer at KS+A that created and organized these Design Components for KS+A for the electrical engineering discipline.

11. KS+A expends great time, money and effort to create and refine these Design Components as they are essential ingredients to clear and concise drawings, plans and designs.

12. KS+A has a copyright interest in each and every one of the Design Components that it has created. Many of the Design Components have been incorporated into various Plans and Specifications prepared by KS+A, depending upon the nature of the project. KS+A's copyright interest in the Design Components is evidenced by the following Copyrights for Works of the Visual Arts issued by the United States to KS+A effective in January of 2007 for plans and specifications

incorporating these Design Components: VAu740-105, VAu734-219, VAu739-071, VAu739-704, VAu739-070. Copies of the Registration Certificates are incorporated herein and attached hereto as Exhibit B.

13. KS+A employs both architects and engineers who create the Design Components. The Design Components, plans, specifications and drawings, are all created as works for hire for KS+A.

14. The practices of architecture and engineering are regulated by the State of Illinois.

15. The State of Illinois licenses both KS+A as a professional design firm and the individual engineers and architects that work for KS+A. The State of Illinois further requires that the plans, specifications and drawings produced by KS+A be reviewed and sealed by a licensed architect or engineer before they can be used for construction.

16. The quality of the component parts of the plans, specifications and drawings is important to a successful construction project and the Design Components improve the quality of the plans, specifications and drawings in which they are incorporated.

17. The Design Components constitute the intellectual capital amassed by KS+A over the course of years during which it, and its predecessor companies, have been in business. Thus, the Design Components are valuable assets of KS+A that required professional skill, experience and education of engineers and/or architects to create, revise and use professionally, and constitute trade secrets of KS+A.

18. Kim was a licensed engineer intern during his employ at KS+A and while working in a position of trust assisted Michael Kluber in drawing and entering the Design Components into KS+A's proprietary CAD library.

19. At all times relevant, KS+A protected its computer files and CAD library with passwords and other security measures intended to keep KS+A's trade secrets from public disclosure.

20. As an employee of KS+A from April 15, 2002 through April 12, 2004, Kim had been exposed to, and also had access to, the proprietary Design Components and plans, specifications and drawings of KS+A.

21. Cordogan is a competitor of KS+A in the practice of architecture.

22. Cordogan actively pursued, recruited, and hired Kim away from KS+A.

23. At his exit interview on April 12, 2004 with Michael Kluber, Kim was reminded that KS+A's intellectual property, including "plans and specs and work product" were "not to be taken" by him and that doing so was "punishable by law" and Kim signed the interview summary memorializing these instructions and acknowledging these same admonitions and restrictions. A true and correct copy of Kim's Employee Exit Interview is attached hereto and incorporated herein as Exhibit C.

24. Kim had agreed, and was under a duty, not to take copies of KS+A's intellectual property, trade secrets and other confidential information with him or disclose that information to third parties. Kim understood his agreement and duty. Despite this, Kim intentionally copied, procured and took with him, without permission, various Design Components of KS+A.

25. Kim's job responsibility at Cordogan was to prepare the design documents in the electrical engineering discipline on various projects.

26. Within a short time after starting his employment with Cordogan, Kim used copies of the Design Components he illegally and improperly misappropriated from KS+A for the benefit of

Cordogan and to prepare documents for Cordogan, including but not limited to a structure of the Fox Valley Park District known as the "Vaughn Center Facility."

27. Kim's misappropriation of the Design Components was first discovered by KS+A in 2008 when they were hired by the Fox Valley Park District to review issues at the Fox Valley Park District's Vaughn Center Facility.

28. Kim and Cordogan improperly used KS+A's Design Components and other proprietary information in Cordogan's 2004 construction documents for the Vaughn Center Facility project (hereafter "Vaughn Center project").

29. Cordogan published its plans for the Vaughn Center project after Kim began his employment at Cordogan.

30. Identical copies of KS+A's Design Components are contained in Cordogan's plans, specifications and drawings for the Vaughn Center project.

31. On information and belief, Cordogan has been representing to its clients that those KS+A's Design Components that were incorporated into Cordogan's plans, specifications and drawings were Cordogan's own work.

32. Kim and Cordogan misappropriated KS+A's trade secret Design Components and CAD files to create Cordogan's design documents for the Vaughn Center project and, on information and belief, other projects, including most recently, the City of Aurora Police Department Facility.

33. Defendants Cordogan and Kim have acted in concert in the misappropriation of KS+A property, and Defendant Cordogan induced Defendant Kim to breach its duties to KS+A.

34. Unless immediate injunctive relief is entered to prevent Defendant from further infringing on KS+A's copyrights and misappropriating KS+A's trade secrets, KS+A faces

irreparable harm.

35. Accordingly, Plaintiff KS+A seeks immediate injunctive relief consisting of the following:

- (a) compelling Defendants to immediately return all property and information stolen or copied from Plaintiff having to do with the Design Components;
- (b) enjoining Defendants from using to their advantage any such property or information copied or misappropriated from Plaintiff KS+A;
- (c) enjoining Defendants from sharing with any third party any such property or information copied or misappropriated from Plaintiff KS+A;
- (d) establishing a constructive trust on any proceeds earned by defendants through use of Plaintiff's copyrighted materials, trade secrets, or any other information or property taken from KS+A;
- (e) enjoining Defendants from making any use of the appropriated property and/or copyrighted information taken from KS+A;
- (f) enjoining Defendants from destroying evidence related to their actions and compelling defendants to preserve any computers, drives, e-mail accounts, electronic data, telephone accounts, printed materials, and/or other documents or property in their possession and control; and
- (g) any further relief that the Court deems just or appropriate.

36. As a result of the actions of the Defendants, KS+A has suffered damages in an amount in excess of the minimum jurisdictional limit.

37. In addition to emergency injunctive relief, KS+A further seeks appropriate monetary damages to the extent calculable for Defendants Cordogan and Kim's infringement, misappropriation, and other wrongful actions, including punitive damages.

38. The actions of the Defendants were willful and malicious, justifying an award of punitive damages.

39. KS+A also seeks exemplary damages and attorneys fees under the federal Copyright Act and the Illinois Trade Secrets Act and other statutes for Defendants' willful and malicious theft of copyrighted material, confidential information, and trade secrets as well as other wrongful actions.

COUNT I: INFRINGEMENT OF COPYRIGHTS

(17 U.S.C. §§501, *et seq.*)

40. KS+A incorporates by reference and re-alleges each allegation set forth in paragraphs 1 through 39 above as if fully set forth herein.

41. KS+A is the exclusive owner of all of the copyrights in its Design Components and plans, specifications and drawings.

42. Defendants, without permission or consent of KS+A, have copied, publicly distributed, used, and continue to copy, distribute and use, the copyrighted materials for their own benefit. Defendants' actions constitute infringement of KS+A's copyrights and exclusive rights under copyright.

43. Defendants knowingly and willfully copied KS+A's copyrighted Design Components and plans, specifications and drawings, and the protectable expression contained therein, and have willfully created derivative works based thereupon, and willfully publicly distributed those derivative works, without KS+A's authorization in violation of its rights.

44. To the extent that Defendants did not directly infringe KS+A's exclusive rights in connection with its copyrighted Design Components and plans, specifications and drawings, Defendants induced, caused and/or materially contributed to the direct acts of infringement with knowledge of the infringing activity. Defendants had a direct financial benefit in the infringing activities, and had the right and/or ability to supervise those activities, rendering them vicariously

liable.

45. These acts of infringement by Defendants have been willful and intentional, in disregard of and with indifference to the rights of KS+A.

46. As a result of Defendants' infringement of KS+A's copyrights and exclusive rights under copyright, KS+A is entitled to statutory damages pursuant to 17 U.S.C. §504(c) for Defendants' infringement of each of the copyrighted materials.

47. Further, KS+A is entitled to its attorneys' fees and costs pursuant to 17 U.S.C. §505.

48. The conduct of Defendants is causing and, unless enjoined and restrained by this Court, will continue to cause KS+A great and irreparable injury that cannot fully be compensated or measured in money. KS+A has no adequate remedy at law. Pursuant to 17 U.S.C. §§502 and 503, KS+A is entitled to injunctive relief prohibited Defendants from further infringing KS+A's copyrights.

WHEREFORE, Plaintiff, Kluber Skahan + Associates, Inc. respectfully requests that this Court enter an order:

- (a) for injunctive relief providing that Defendants be enjoined from directly or indirectly infringing KS+A's rights under federal or state law in the copyrighted materials of KS+A whether now in existence or later created, that are owned or controlled by KS+A;
- (b) for judgment in favor of the Plaintiff against Defendants;
- (c) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post- interest;
- (d) awarding the Plaintiff punitive damages against Defendants;
- (e) awarding the Plaintiff its costs and attorneys' fees; and
- (f) awarding the Plaintiff such other relief as is just and proper.

COUNT II: VIOLATION OF THE ILLINOIS TRADE SECRETS ACT
(765 ILCS 10/65/1 *et seq.*)

49. KS+A incorporates by reference and re-alleges each allegation set forth in paragraphs 1 through 38 above as if fully set forth herein.

50. Defendants Cordogan and Kim violated the Illinois Trade Secrets Act, 765 ILCS 1065/1 *et seq.* by misappropriating KS+A's confidential Design Components and trade secrets by improper means and for the benefit of Defendant Cordogan and Defendant Kim.

51. This confidential information was developed over many years at KS+A and was the subject of reasonable efforts to maintain its secrecy and confidentiality.

52. This information is of immense commercial value both to Cordogan and to Kim, as it would allow the Defendants to essentially usurp KS+A's methodologies, designs, and processes, without investing the extensive time, effort and expense contributed and expended by KS+A or having to hire a qualified consulting engineer for the work. By misappropriating this information, Defendants hoped to steal in a brief period the value of what has taken KS+A years to design and build.

53. Defendants are actively using the misappropriated information to compete with KS+A.

54. Defendants' actions have caused, and will continue to cause, irreparable harm to KS+A.

55. Unless Defendants are enjoined from further benefiting from their misappropriation, KS+A will continue to suffer irreparable and immeasurable harm.

56. KS+A has more than a reasonable likelihood of success on the merits and there is no

adequate remedy at law for the continuing harm.

57. Accordingly, pursuant to 765 ILCS 1065/3 and applicable law KS+A seeks a temporary restraining order as well as preliminary and/or permanent injunctive relief to prevent Defendants from wrongfully benefiting from or further using the misappropriated property and information.

58. Further, pursuant to 765 ILCS 1065/4, KS+A seeks to recover any actual monetary damages caused by the misappropriation, or in the alternative, a reasonable royalty for its use.

59. Additionally, because Defendants' misappropriation was done covertly, willfully and maliciously, in derogation of Defendant Kim's fiduciary duty and in an attempt by both Defendants in an attempt to harm KS+A, KS+A seeks exemplary damages and attorneys' fees incurred in pursuing this action pursuant to 765 ILCS 1065/4(b) and 1065/5(iii).

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendants from further misappropriating Plaintiff's trade secrets.

COUNT III: BREACH OF FIDUCIARY AND LOYALTY DUTIES
(Against Defendant Jeyeong Kim only)

60. KS+A incorporates by reference and re-alleges each and every allegation set forth in

paragraphs 1 through 59 above as if fully set forth herein.

61. As an employee of KS+A, Defendant Kim had absolute fiduciary duties of loyalty, fidelity and good faith to KS+A. These duties required Defendant Kim to act solely for the benefit of KS+A and to refrain from acting inconsistently with their agency or trust.

62. The conduct of Defendant Kim as set forth above constitutes breach of his duties of loyalty, fidelity and good faith to KS+A.

63. KS+A has suffered extensive damages as a result of Defendant Kim's breaches of fiduciary duty, loyalty, fidelity, and good faith to KS+A, for which Defendant Kim is liable.

64. Further, unless injunctive relief is entered against Defendant Kim, KS+A is threatened with further irreparable harm as a result of Defendant Kim's breaches of his duties.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendant Kim;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendant Kim;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendant Kim from further breaching his fiduciary duties of loyalty, fidelity and good faith to KA+A or using misappropriated property of KS+A.

COUNT IV: INDUCING BREACH OF FIDUCIARY DUTY,
DUTIES OF LOYALTY, FIDELITY, AND GOOD FAITH
(Against Defendant Cordogan Only)

65. KS+A incorporates by reference and re-alleges each and every allegation set forth in

paragraphs 1 through 64 above as if fully set forth herein.

66. Defendant Cordogan knowingly participated in, colluded with and benefited from Defendant Kim's breach of his fiduciary duties and duties of loyalty, fidelity, and good faith to KS+A as described above.

67. Defendant Cordogan's actions were willful and malicious and intended to harm KS+A and to benefit Cordogan at the expense of KS+A.

68. As a legal and proximate cause of this inducement of breach of fiduciary duty, and duties of loyalty, fidelity, and good faith, KS+A has been damaged.

69. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendant Cordogan;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendant Cordogan;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendant Cordogan from further inducing breaches of fiduciary duty, and duties of loyalty, fidelity, and good faith to Plaintiff KS+A.

COUNT V: THEFT AND CONVERSION

70. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 69 above as if fully set forth herein.

71. At all times relevant to this complaint, Plaintiff KS+A was the owner and had right of possession to certain personal and intellectual property, including but not limited to copyright, trade secret, proprietary and confidential information used in KS+A's architecture and engineering business.

72. Defendants Cordogan and Kim unlawfully converted that property of KS+A to their own use and benefit by misappropriating it and using that property in the business of Defendant Cordogan.

73. Defendants have failed to return the property to KS+A or to reimburse it for the value of the property.

74. Defendants' conduct constitutes theft.

75. Defendants' conduct also constitutes criminal conversion.

76. As a direct and proximate result of Defendants' theft and conversion of KS+A's property, KS+A has sustained pecuniary loss in an amount to be proven at trial.

77. KS+A is entitled to recover additional damages in an amount three times its actual pecuniary loss resulting from Defendants' theft and/or criminal conversion. KS+A is also entitled to recover its reasonable attorney fees and expenses.

78. Defendants' unlawful taking and conversion of the property and failure to return the property or to reimburse KS+A for the value of the property was willful and vexatious, and done with an intent to permanently deprive KS+A of its property.

79. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this

Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendant Kim from further converting property lawfully belonging to Plaintiff KS+A and requiring the return of any such property to Plaintiff.

COUNT VI: COMPUTER FRAUD
(18 U.S.C. §1030(e)(2)(b))

80. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 79 above as if fully set forth herein.

81. KS+A's computers are used in interstate commerce and therefore constitute "protected computers," as that term is used in the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(e)(2)(b).

82. Defendant Kim knowingly and willfully accessed KS+A's protected computers and made copies of KS+A's computer files, which include the Design Components and other CAD files and other confidential details of KS+A's business.

83. Defendant Kim's knowing and willful copying of KS+A's computer files was in excess of his authorized access to the protected computers.

84. Defendants' knowing and willful copying of KS+A's computer files was done with an intent to defraud KS+A.

85. Defendants furthered their intended fraud upon KS+A by making copies of KS+A's valuable computer files, including its Design Components and CAD files, and obtaining those copied

computer files.

86. As a result of Defendants' computer fraud as alleged above, KS+A has suffered monetary losses and irreparable harm requiring preliminary and permanent injunctive relief.

87. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendants from further defrauding Plaintiff of property lawfully belonging to it and requiring the return of any such property to Plaintiff.

**COUNT VII: TORTIOUS INTERFERENCE WITH
PROSPECTIVE ECONOMIC ADVANTAGE**

88. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 87 above as if fully set forth herein.

89. KS+A had, and has, reasonable expectancies of valid business relationships with various customers and clients, based on KS+A's past and existing relationships with these third parties, as well as the substantial resources that it devoted to maintaining such business relationships.

90. Defendants had, and have, knowledge of KS+A's prospective business relationships,

evidence by Defendants' copying and other misappropriation from KS+A's computers and using such information directly on Defendants' work products.

91. Defendants intentionally interfered with KS+A's prospective business relationships. Defendants' conduct was wrongful and not privileged as evidenced by their breaches of fiduciary duty, theft, and other misconduct.

92. Cordogan engaged (and continues to engage) in intentional conduct designed to induce disruption of these economic relationships through the fraudulent use of KS+A's Design Components and the representation that this quality work was Cordogan's own.

93. An actual disruption of certain of the economic relationships did in fact occur, and as a legal and proximate cause of this intentional interference, KS+A has been damaged, including the loss of the following projects: Village of North Aurora, Community Center Renovation; Aurora Public Library; Aurora Police Station; Waubensee Community College; City of Aurora, Philips Park Expansion.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendants from tortiously interfering with Plaintiff's prospective business relationships.

COUNT VIII: UNFAIR COMPETITION

94. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 93 above as if fully set forth herein.

95. KS+A has built up goodwill and reputation for its business and is entitled to receive the benefits of its labors.

96. Defendants have misappropriated KS+A's trade secrets to use in their documents, plans and specifications in order to represent the quality of the work as being that of their own to enhance their reputation and to obtain additional work for KS+A's current and future clients.

97. Defendants' conduct is interfering with KS+A's contractual and prospective business relationships with its clients.

98. Defendants' conduct is willful and is for the sole purpose of causing economic injury to KS+A for the benefit of Cordogan.

99. There is no justification for Defendants' conduct.

100. As a legal and proximate result of Defendants' conduct, KS+A has suffered damages.

101. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;

- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendants from further unfairly competing with KS+A.

FURTHER PRAYER FOR RELIEF

WHEREFORE, Plaintiff Kluber Skahan +Associates, Inc., respectfully requests that this Court enter and order granting KS+A:

(1) Preliminary and permanent injunctive relief against Defendants, their agents and employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from using, copying, or otherwise exploiting KS+A's copyright protected materials, including the Design Components;

(2) Preliminary and permanent injunctive relief against Defendants, their agents and employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from using, disclosing, converting, appropriating, retaining, selling, transferring or copying any property, confidential information or trade secrets of KS+A;

(3) An order requiring Defendants to return any and all of KS+A's property, confidential information and/or or trade secrets in their control;

(4) Preliminary and permanent injunctive relief against Defendants, their agents and employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from using, copying, or otherwise exploiting KS+A's computer files;

(5) An order requiring Defendants to return any and all copies of KS+A's computer files stored on removable media (CD's, DVD's, tapes, etc.) and to securely erase all copies of KS+A's

computer files stored on fixed hard disks;

(6) Preliminary and permanent injunctive relief against Defendants, their agents and employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from unfairly competing with KS+A in any manner;

(7) Judgment against Defendants in an amount sufficient to compensate KS+A for the losses it suffered, as set forth in each of the causes of action contained herein;

(8) Treble damages;

(9) Punitive damages;

(10) Pre-judgment interest and post-judgment interest;

(11) Attorney fees and all other expenses and costs of this litigation; and

(12) Any and all other relief that this Court may deem appropriate.

PLAINTIFF KLUBER SKAHAN + ASSOCIATES, INC. HEREBY DEMANDS TRIAL BY JURY

KLUBER SKAHAN + ASSOCIATES, INC.

By: 

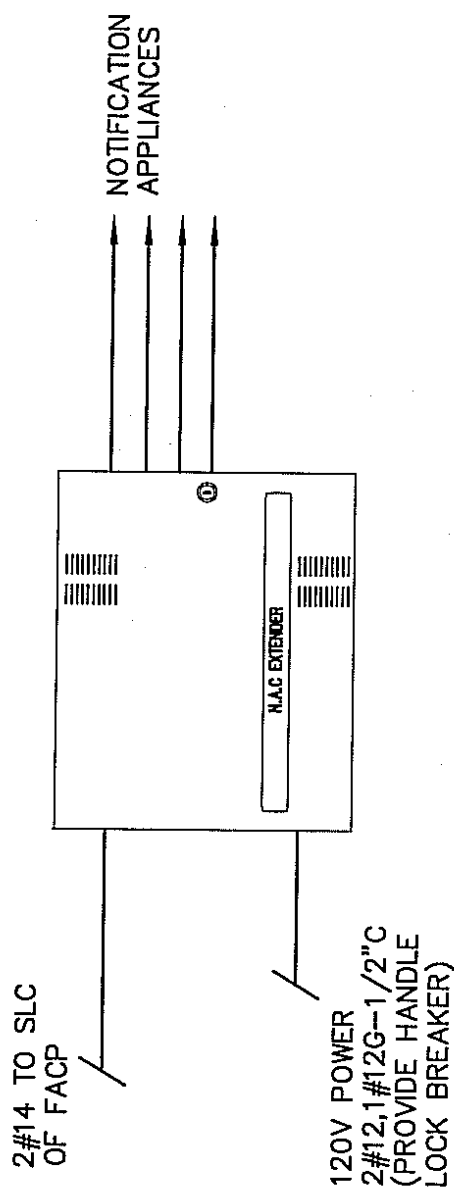
One of the Attorneys for Plaintiff

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08 C 1529

**JUDGE ZAGEL
MAGISTRATE JUDGE NOLAN**

EXHIBIT A

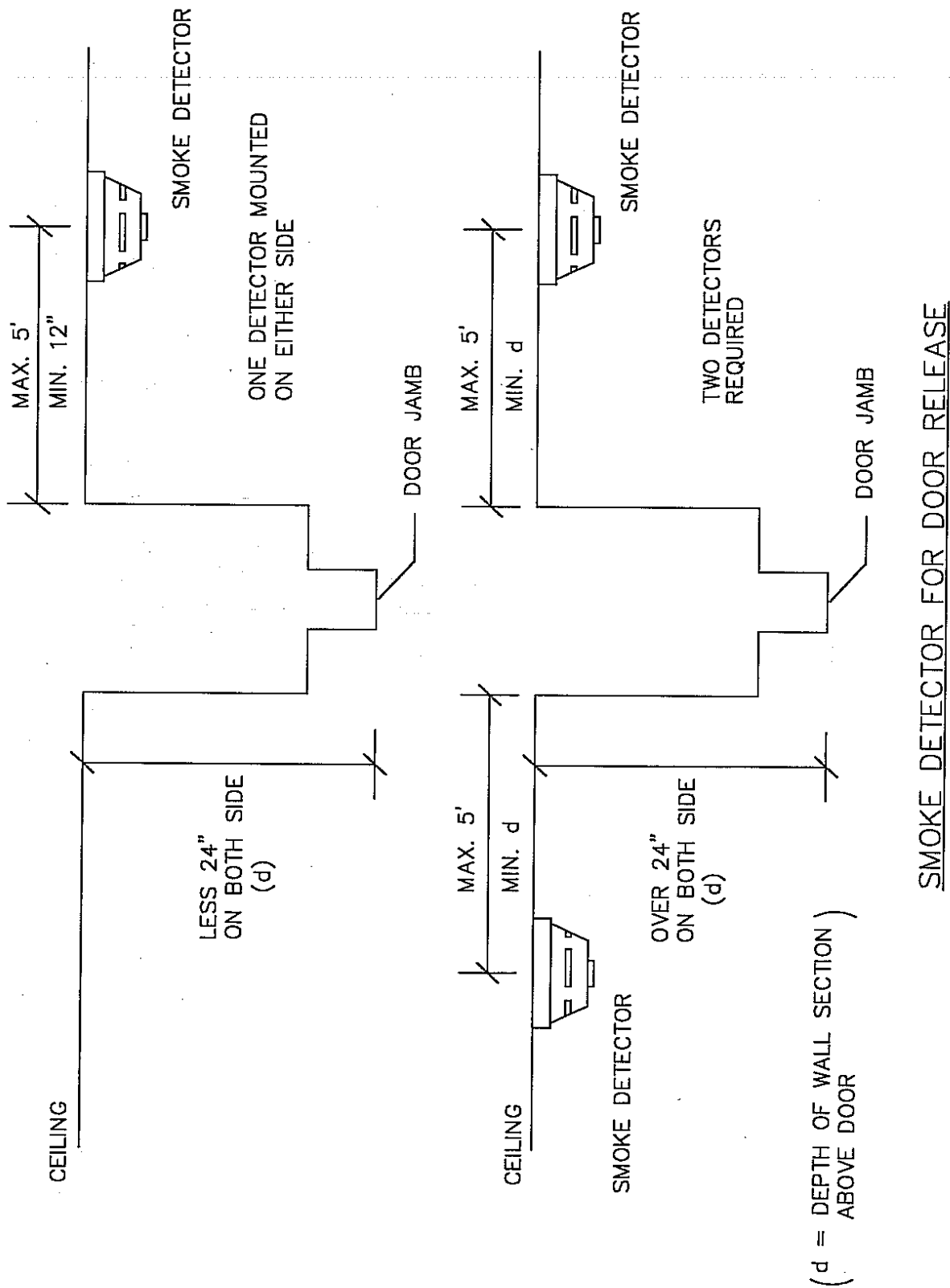
**NOTE:**

1. THIS RISER DIAGRAM IS SCHEMATIC IN NATURE INTENDED TO DEMONSTRATE THE PERFORMANCE REQUIREMENTS OF THIS PROJECT.
2. ALL NOTIFICATION APPLIANCES SHALL BE CONNECTED TO AUXILIARY POWER N.A.C. PANEL.
3. E.C. SHALL DETERMINE QUANTITY & LOCATION OF NAC EXTENDER.
4. TOTAL CONNECTED LOAD ON SINGLE AUXILIARY POWER N.A.C. PANEL SHALL BE LIMITED TO 70% OF TOTAL CAPACITY.
5. E.C. SHALL PROVIDE CALCULATIONS ORGANIZED BY N.A.C. PANEL.

NAC EXTENSION WIRING DETAIL

SCALE: NTS

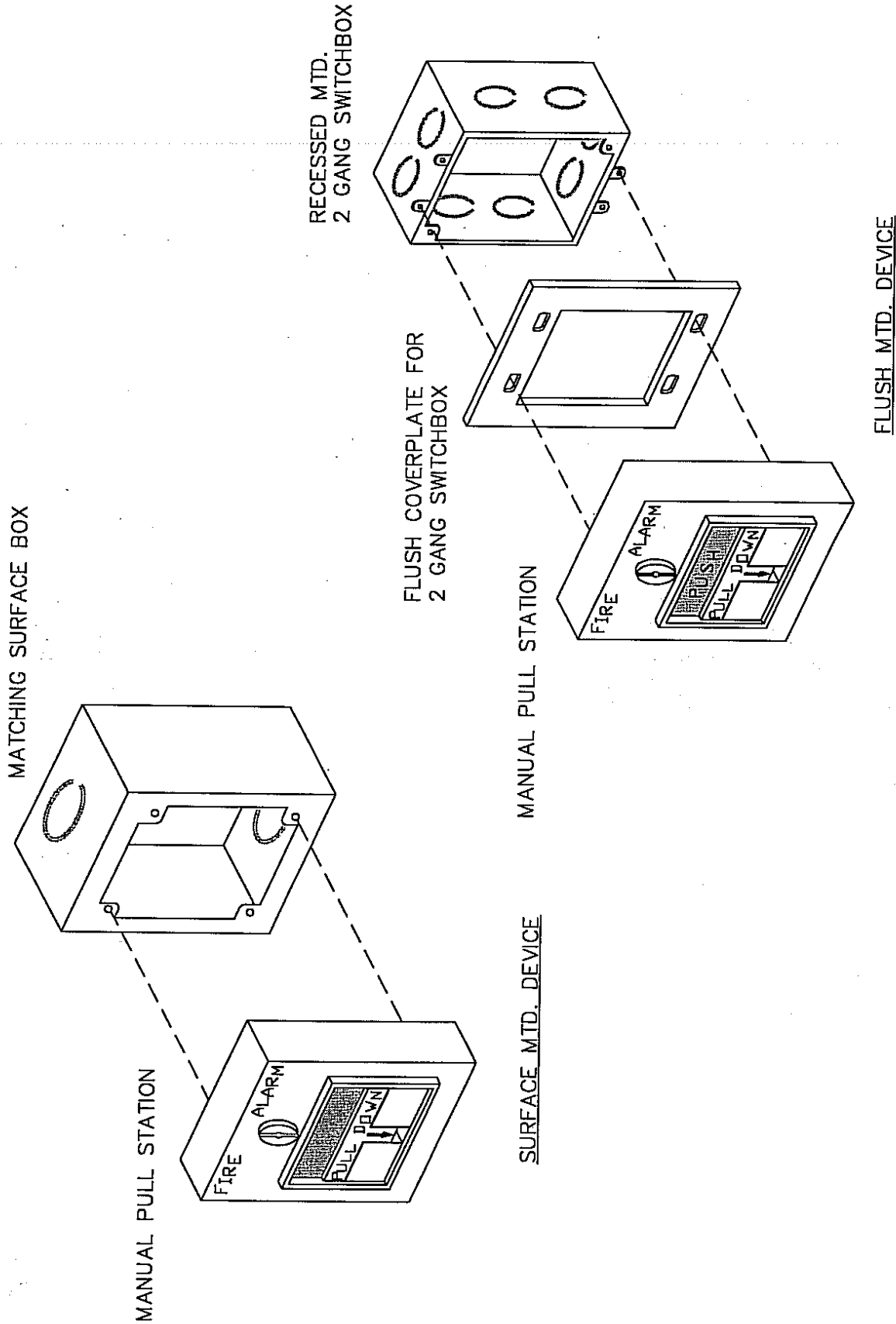
3



SMOKE DETECTOR FOR DOOR RELEASE DETAIL

SCALE: NTS

6



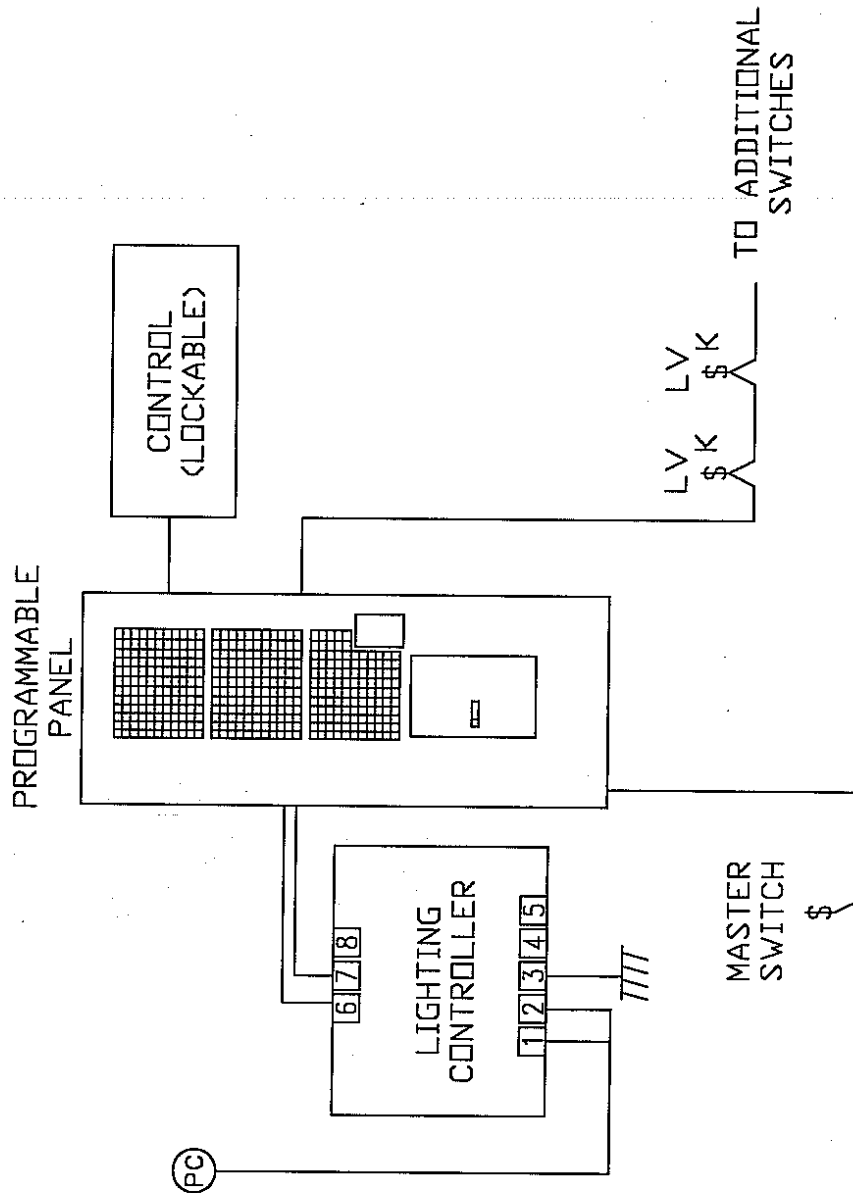
PULL STATION MTD. DETAIL

SCALE: NTS

4

PANEL LP-PD1 - LIGHTING CONTROL SCHEDULE

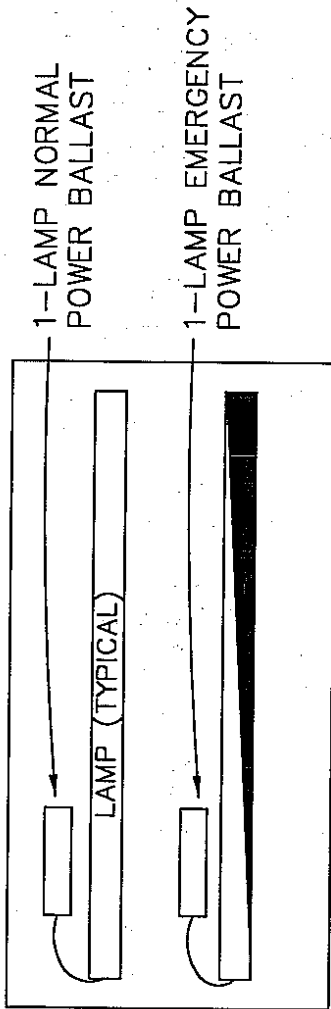
AREA	CIRCUIT(S)	ZONE	ZONE CONTROL DESCRIPTION
1ST FLOOR - AREA D - CORRIDORS	1,3	ZPD1	TC ON/TC OFF - LOCAL SWITCH OVERRIDE
1ST FLOOR - AREA D LIGHTING	5,7,9,2,4,6	ZPD2	TC ON/TC OFF - MAIN SWITCH OVERRIDE
LTG - EXTERIOR	14,16,18	ZPOD1	PHOTOCELL ON/TIMECLOCK OFF
LTG - EXTERIOR	20	ZPOD2	PHOTOCELL ON/TIMECLOCK OFF



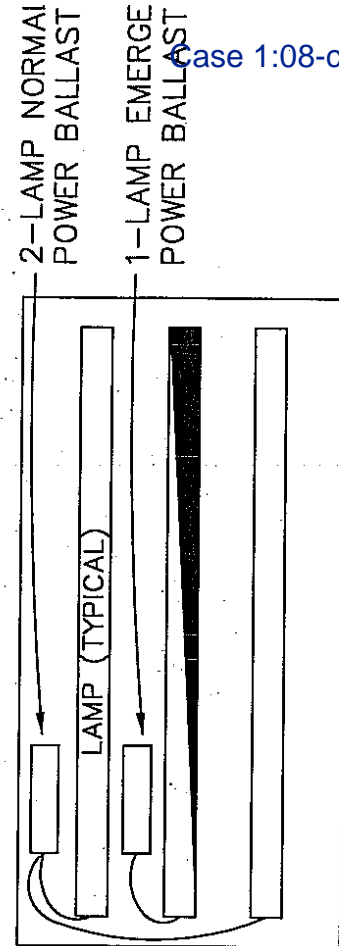
LIGHTING CONTROL DETAIL

SCALE: NTS

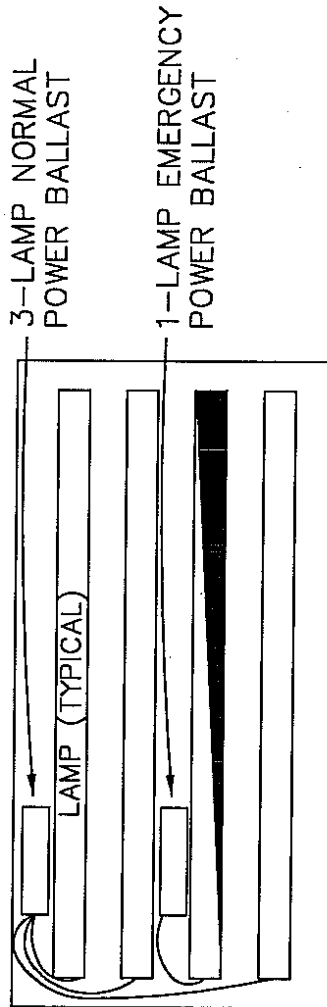
2



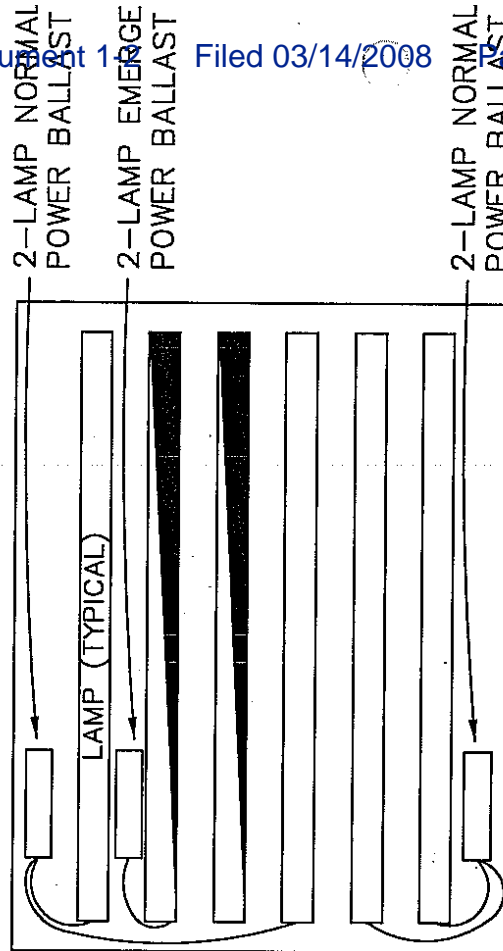
2 LAMP FIXTURE



3 LAMP FIXTURE



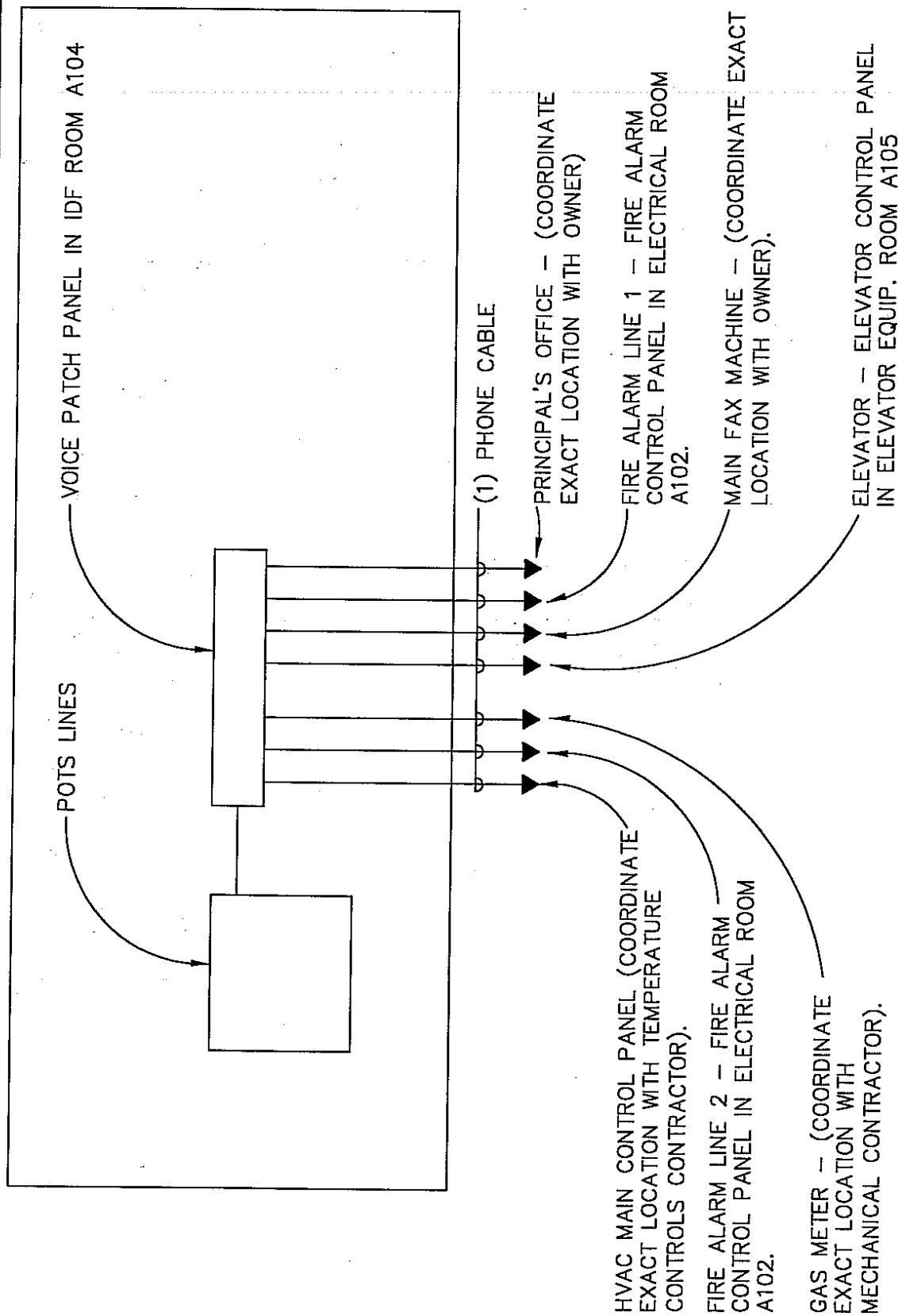
4 LAMP FIXTURE



6 LAMP FIXTURE

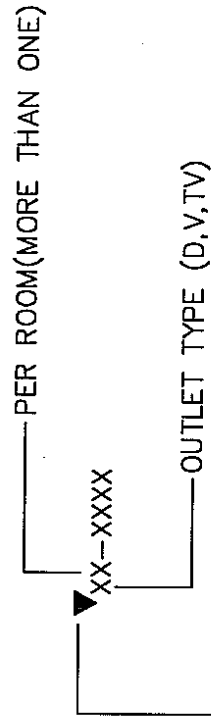
EM. LIGHTING/NORMAL LIGHTING BALLAST

SCALE: NTS



TELEPHONE "POTS" LINES

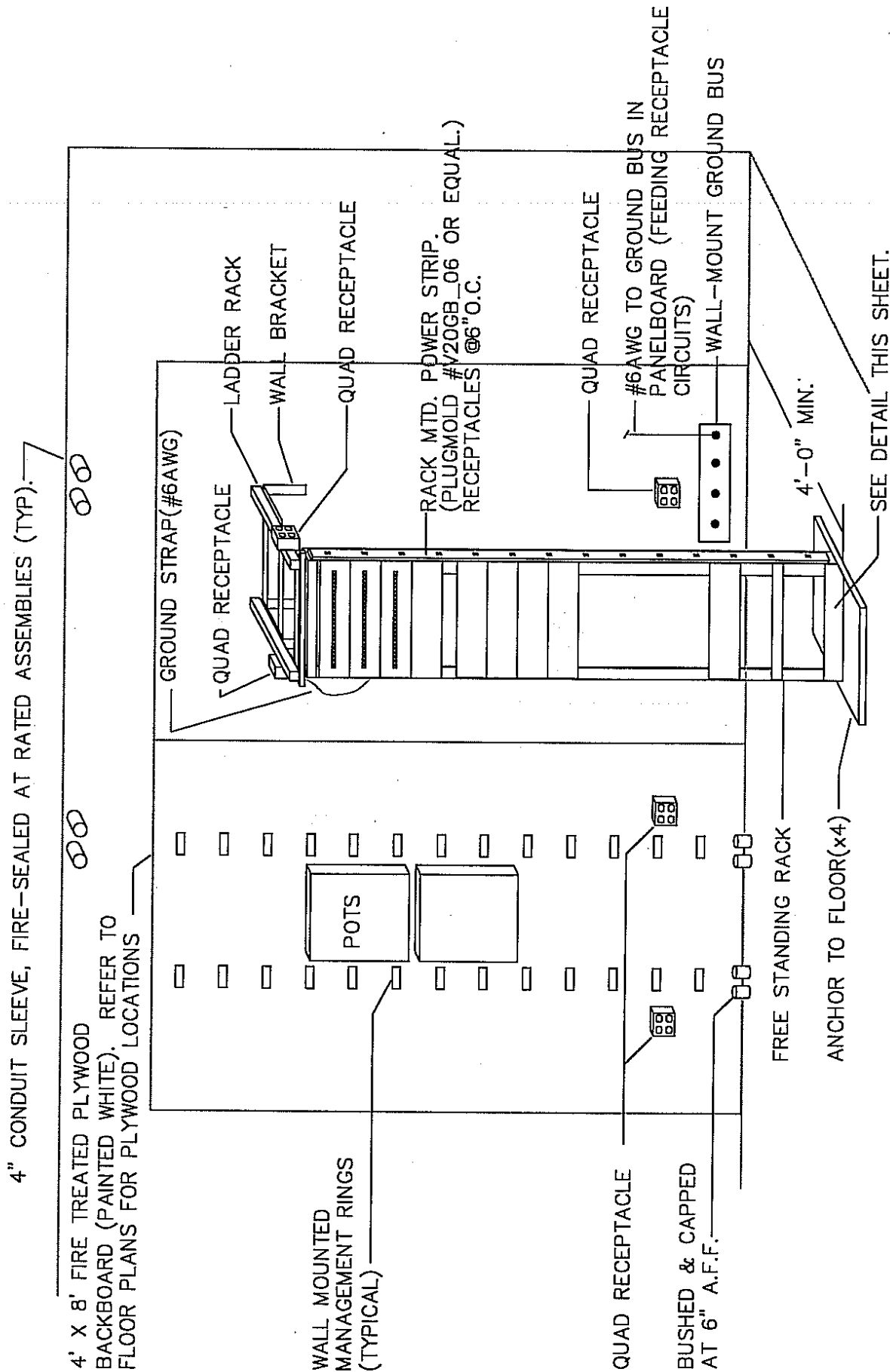
SCALE: NTS



LOW-VOLTAGE TERMINATION NOTATION

SCALE: NTS

5

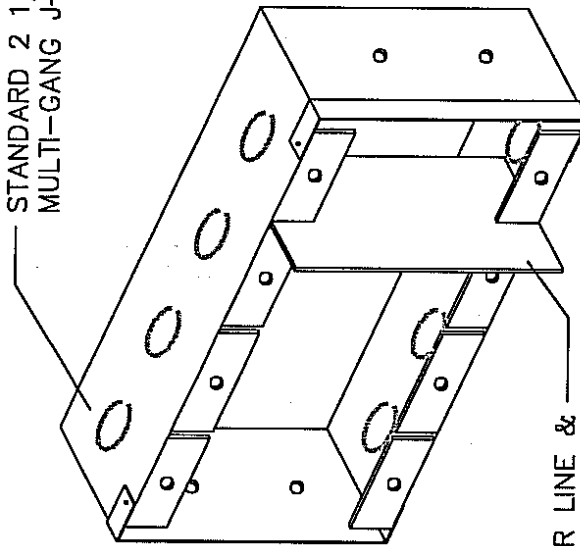


TYPICAL MDF CLOSET LAYOUT DETAIL

4

SCALE: NTS

STANDARD 2 1/2" DEEP
MULTI-GANG J-BOX.

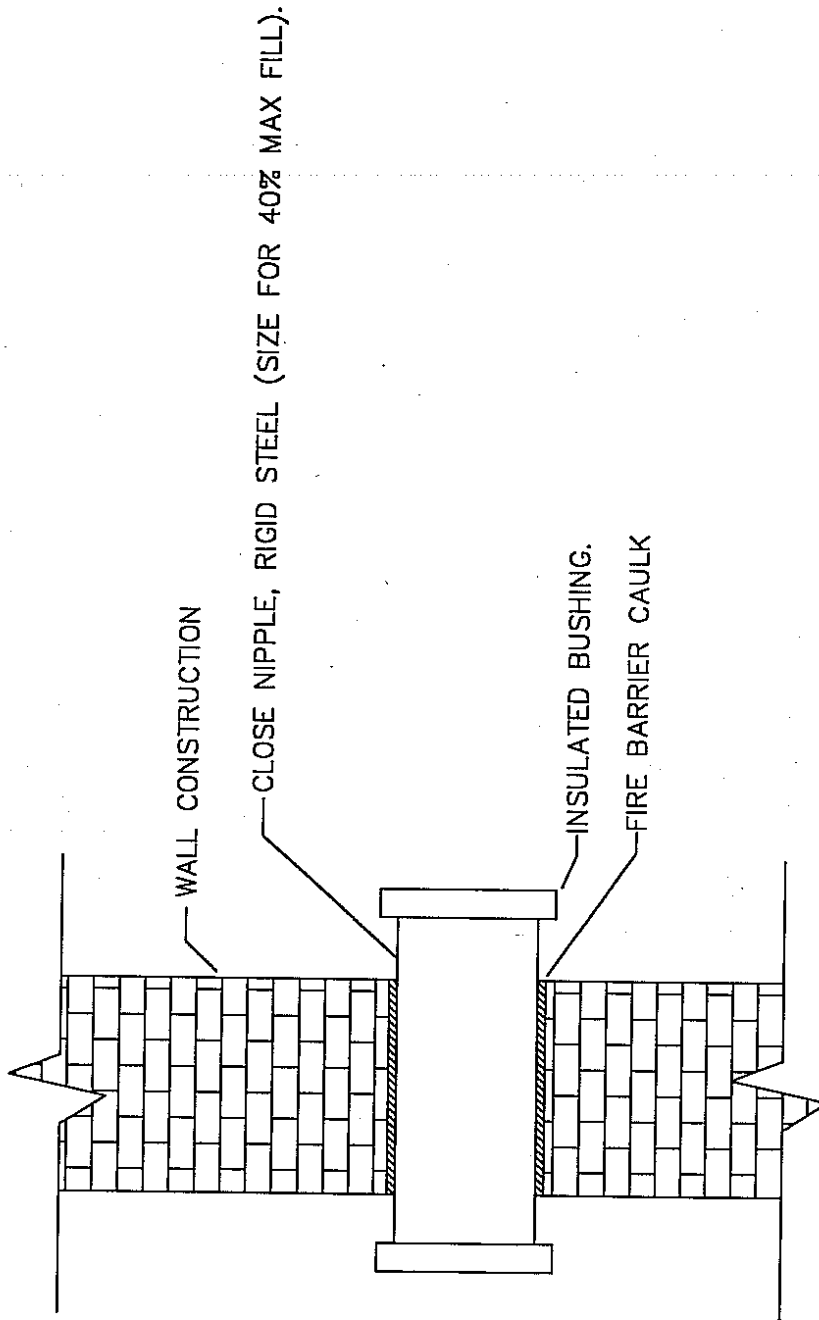


SOLID DIVIDER FOR LINE &
LOW VOLTAGE SEPARATION.

6

MULTI-GANG J-BOX DETAIL

SCALE: NTS



TYPICAL WALL PENETRATION

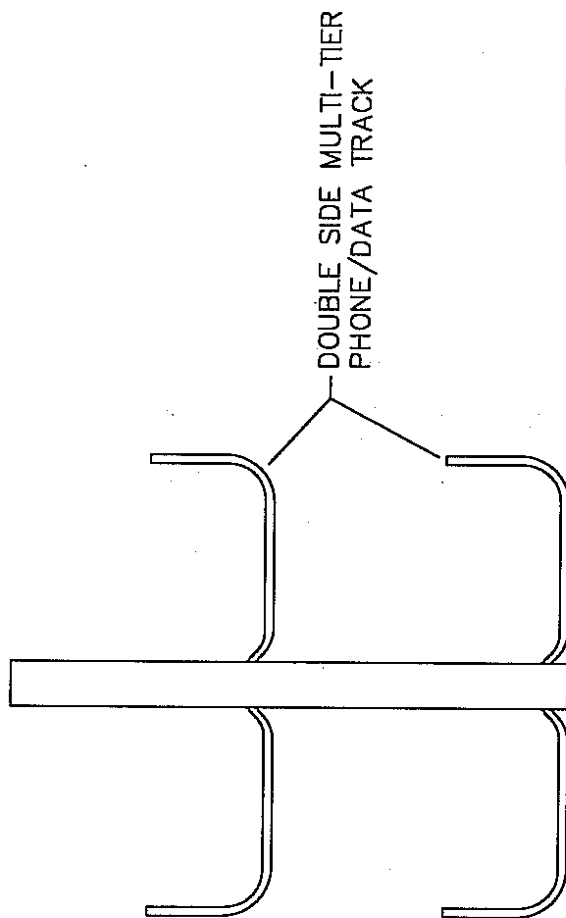
NOTES:

1. NEATLY CORE ALL MASONRY AND BLOCK WALLS.
2. RIGIDLY SUPPORT ALL RACEWAYS.
3. PROVIDE FIRE BARRIER CAULK AT FLOOR, CORRIDOR AND FIRE SEPARATION WALLS.

WALL PENETRATION DETAIL

9

SCALE: NTS



- * B-LINE VERTI-RACK SYSTEM OR EQUAL.
1. MATERIAL : ALUMINUM
 2. TYPE : 4 TIER
 3. LOAD DEPTH : 3"
 4. RUNG SPACE : 18"
 5. RUNG WIDTH : 3" (TOP 2), 9" (BOTTOM 2)
 6. LENGTH : AS INDICATED.
 7. MOUNTING : SUSPENDED, THREADED ROD.

NOTE:

1. PROVIDE ALL NECESSARY MOUNTING ACCESSORIES.
2. PROVIDE ADDITIONAL TIERS AS REQUIRED.
3. VERIFY EXACT REQUIREMENTS IN FIELD.

TYP. CABLE RUNWAY SYSTEM DETAIL

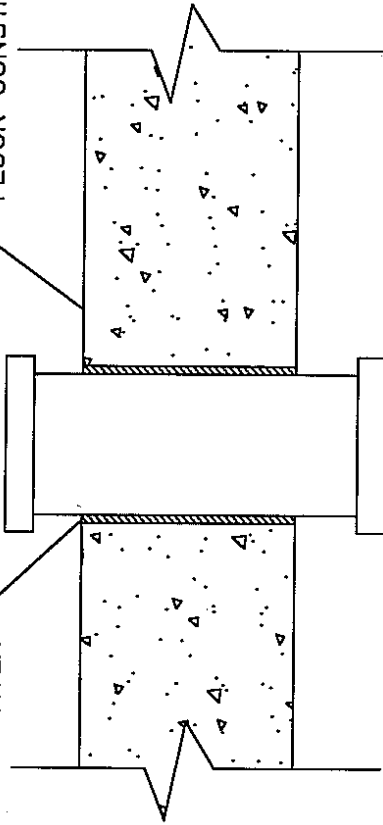
8

SCALE: NTS

CLOSE NIPPLE, RIGID STEEL (SIZE FOR 40% MAX FILL).

FLOOR CONSTRUCTION

FIRE BARRIER CAULK



INSULATED BUSHING

TYPICAL FLOOR PENETRATION

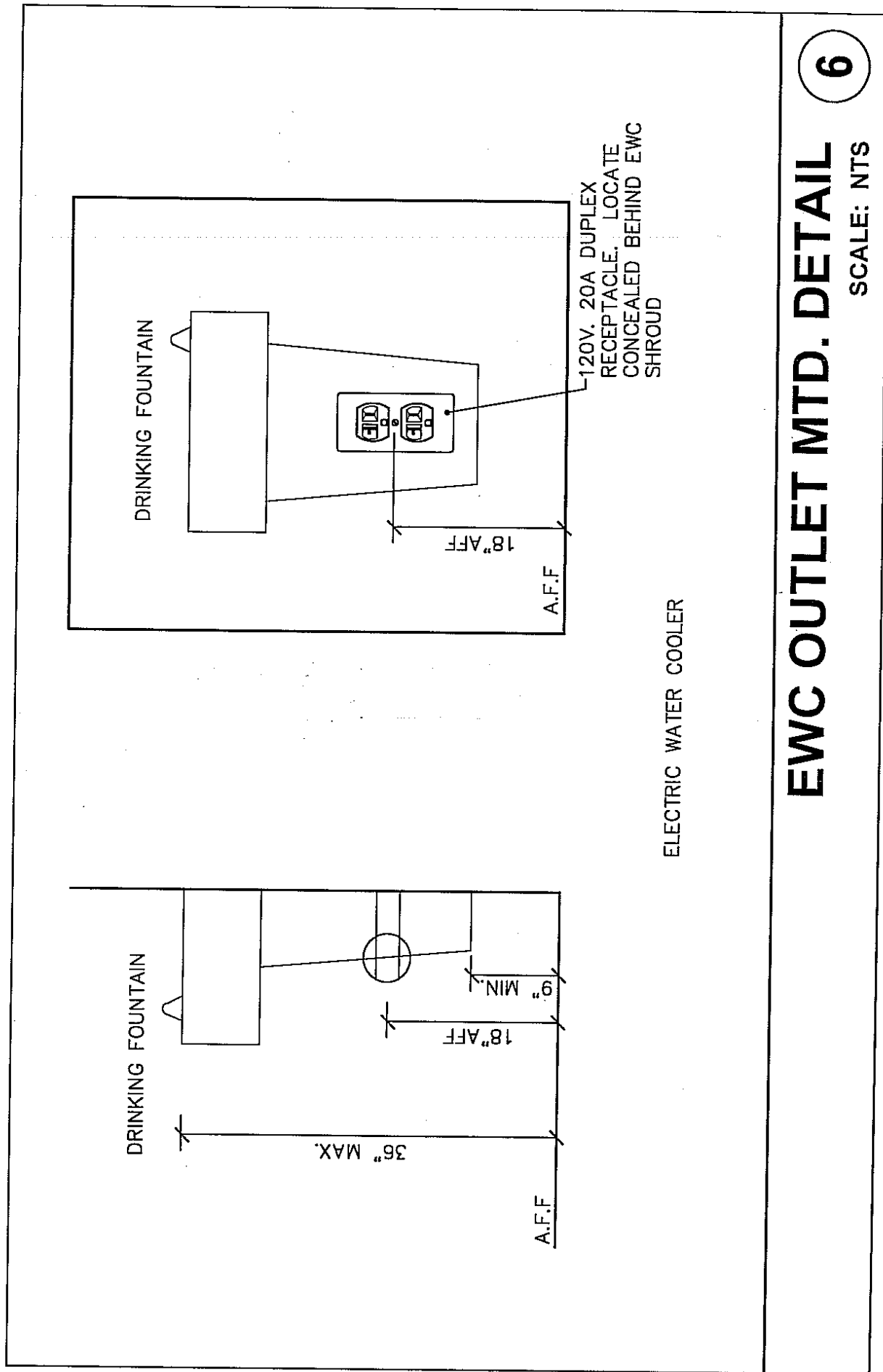
NOTES:

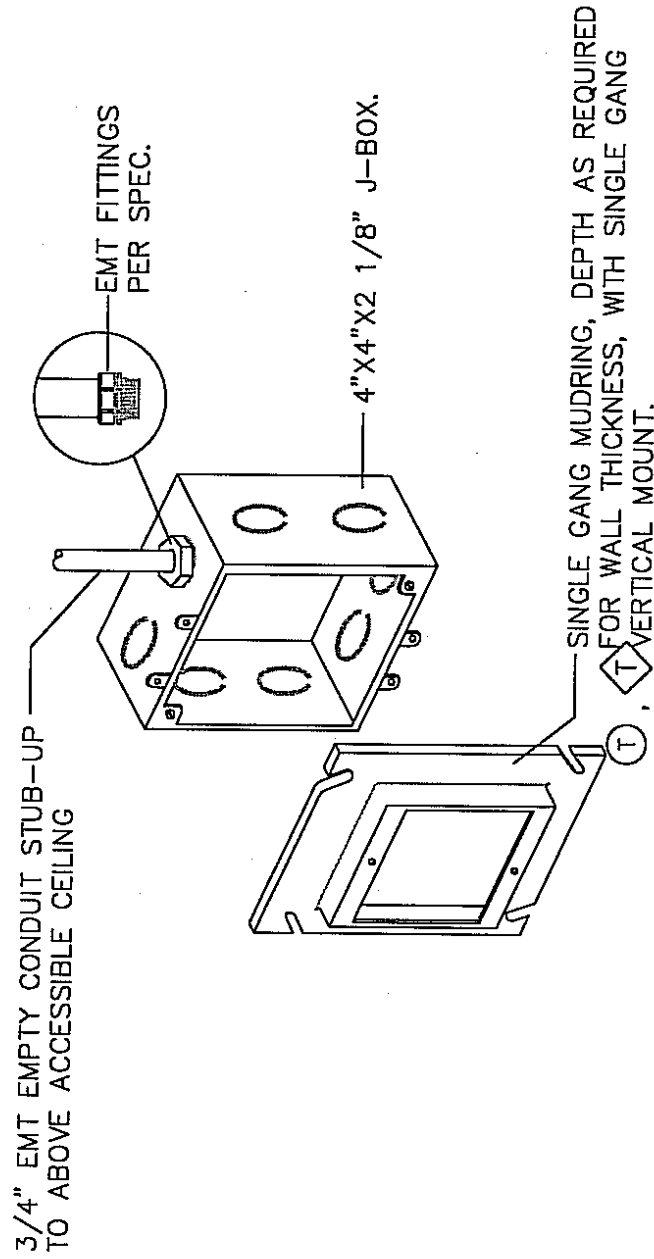
1. NEATLY CORE ALL MASONRY AND BLOCK WALLS.
2. RIGIDLY SUPPORT ALL RACEWAYS.
3. PROVIDE FIRE BARRIER CAULK AT FLOOR, CORRIDOR AND FIRE SEPARATION WALLS.

FLOOR PENETRATION DETAIL

SCALE: NTS

7

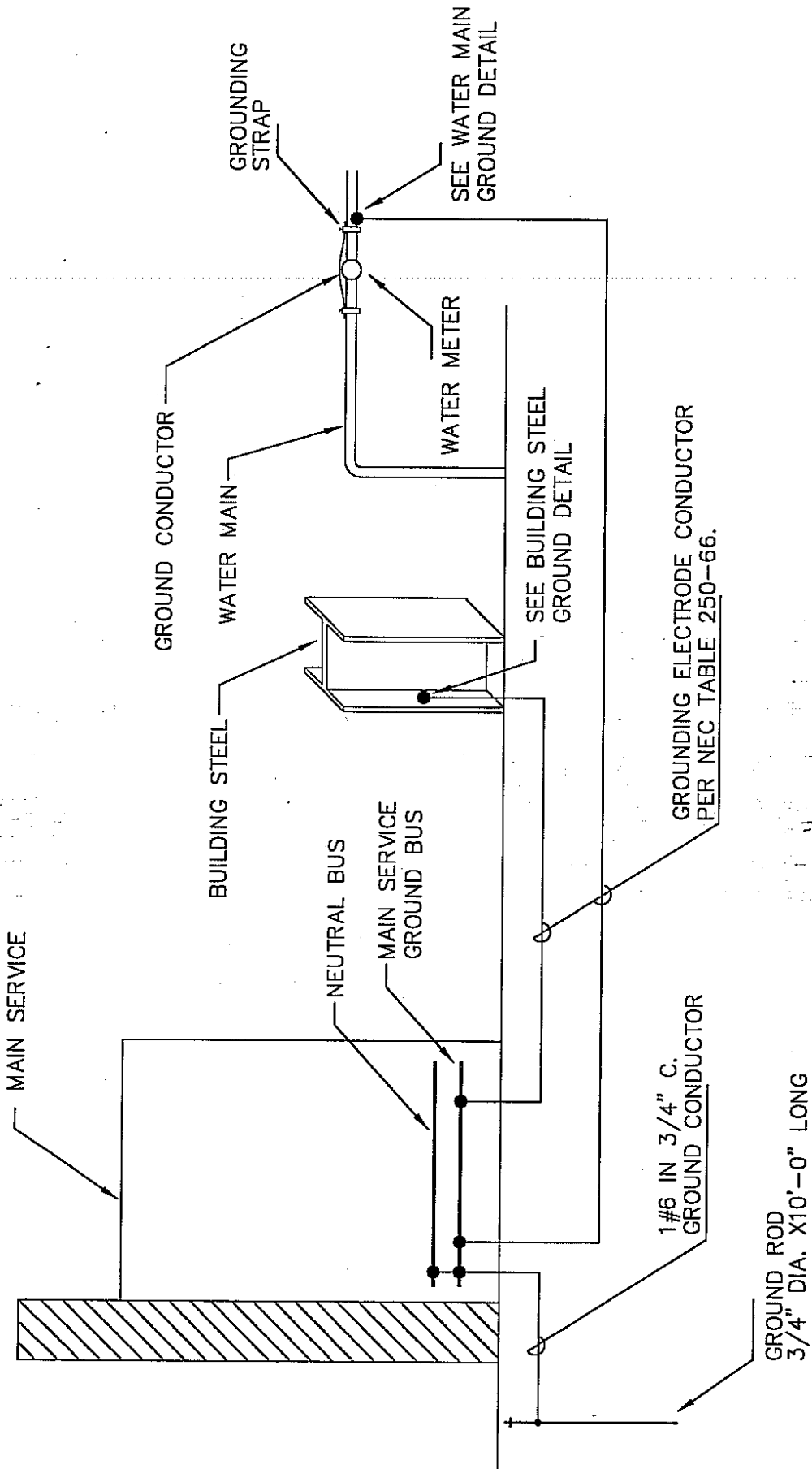




T-STAT STUB-UP DETAIL

SCALE: NTS

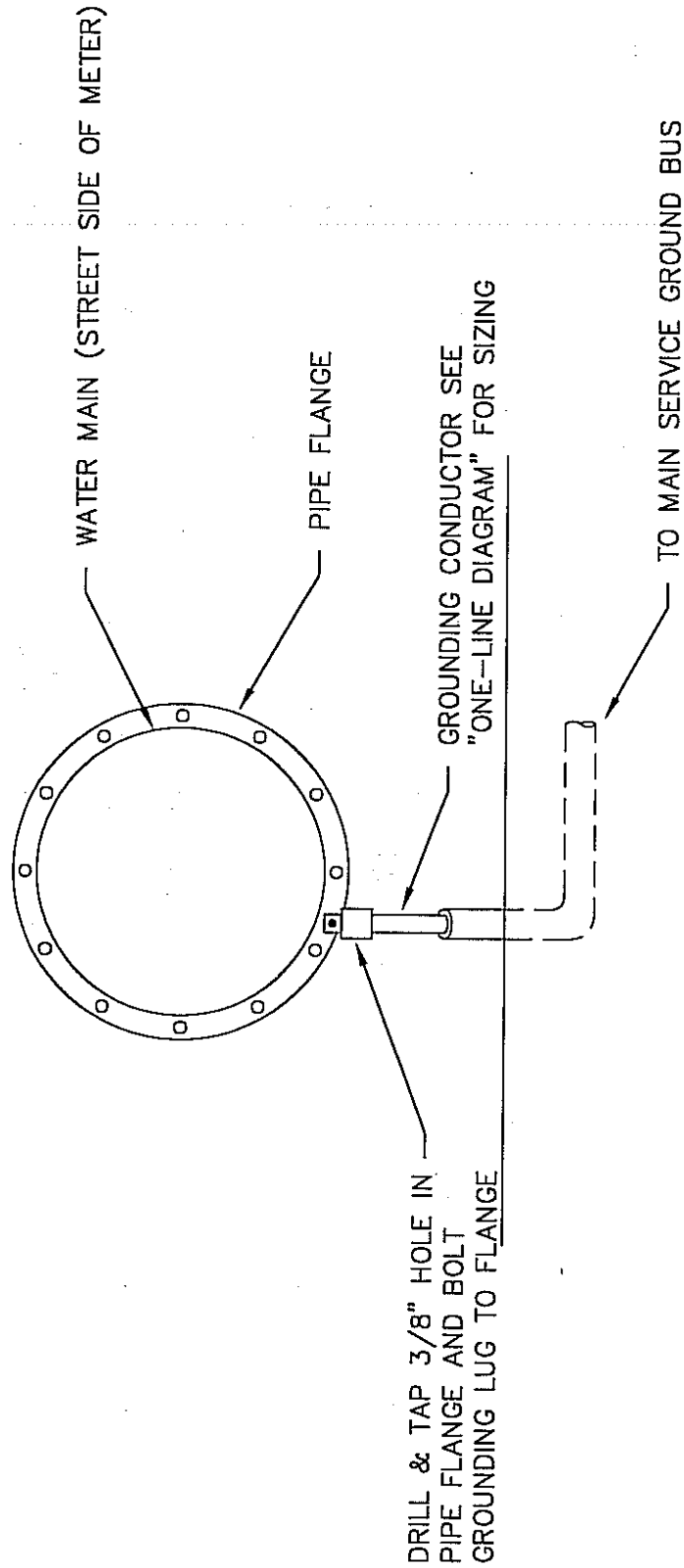
2



MAIN SERVICE GROUNDING DETAIL

10

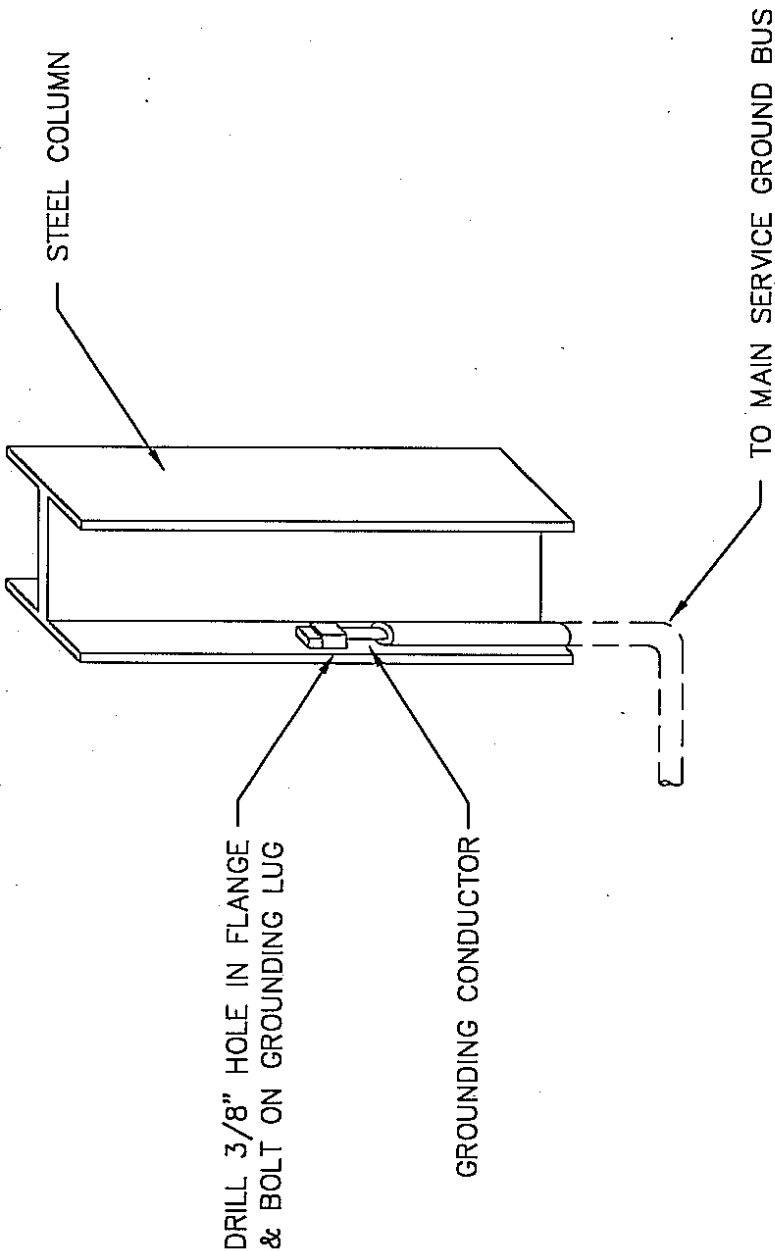
SCALE: N.T.S.



MAIN WATER GROUNDING DETAIL

SCALE: N.T.S.




11

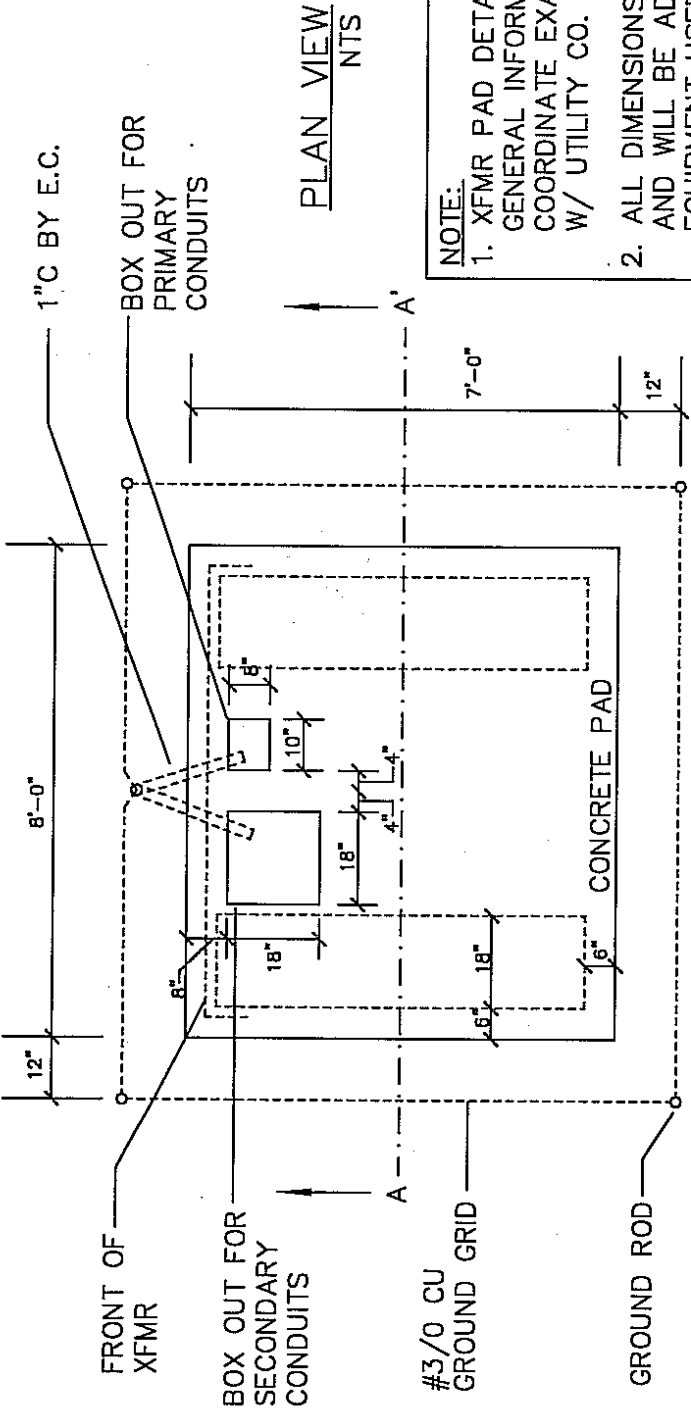


BUILDING STEEL GROUNDING DETAIL

SCALE: N.T.S.

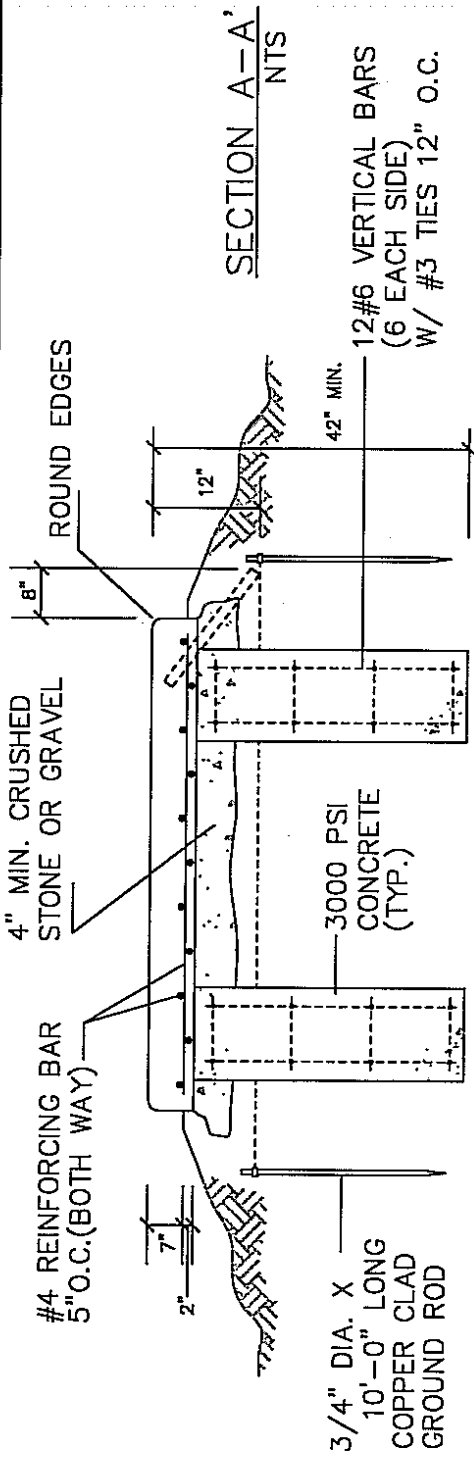
12

NO.	DESCRIPTION	VOLTS & PHASE	HP / KW / AMP	WIRE GAUGE	END FROM	STARTER/SIZE/PHASE	REMARKS
	AIR HANDLING UNIT	200V, 3PH	5 HP	3/0-1/0-1/0-2/4-1/0	HP-1	COMB STARTER NEMA SIZE 2 WITH 100 AMP DISC SWITCH	NONE SO FAR ITS COMING CANT WAIT
	AIR HANDLING UNIT	200V, 3PH	5 HP	3/0-1/0-1/0-2/4-1/0	HP-1	COMB STARTER NEMA SIZE 2 WITH 100 AMP DISC SWITCH	NONE SO FAR ITS COMING CANT WAIT
	AIR HANDLING UNIT	200V, 3PH	5 HP	3/0-1/0-1/0-2/4-1/0	HP-1	COMB STARTER NEMA SIZE 2 WITH 100 AMP DISC SWITCH	NONE SO FAR ITS COMING CANT WAIT



NOTE:

1. XFMR PAD DETAIL DEPICTS GENERAL INFORMATION ONLY. COORDINATE EXACT CONSTRUCTION W/ UTILITY CO. SPEC. & REQUIREMENTS.
2. ALL DIMENSIONS SHOWN ARE APPROXIMATE AND WILL BE ADJUSTED TO ACTUAL EQUIPMENT USED.

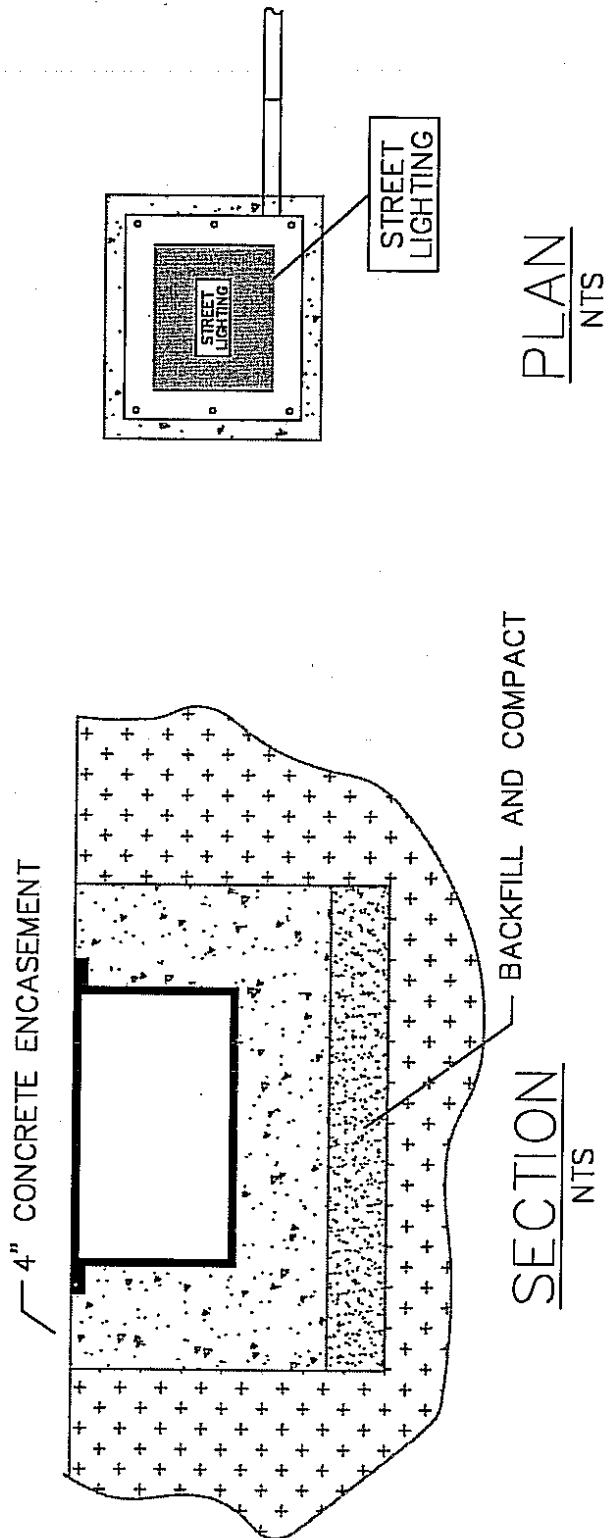


(ComEd XFMR CONCRETE PAD BY E.C.)

TYP. UTILITY XFMR PAD DETAIL

8

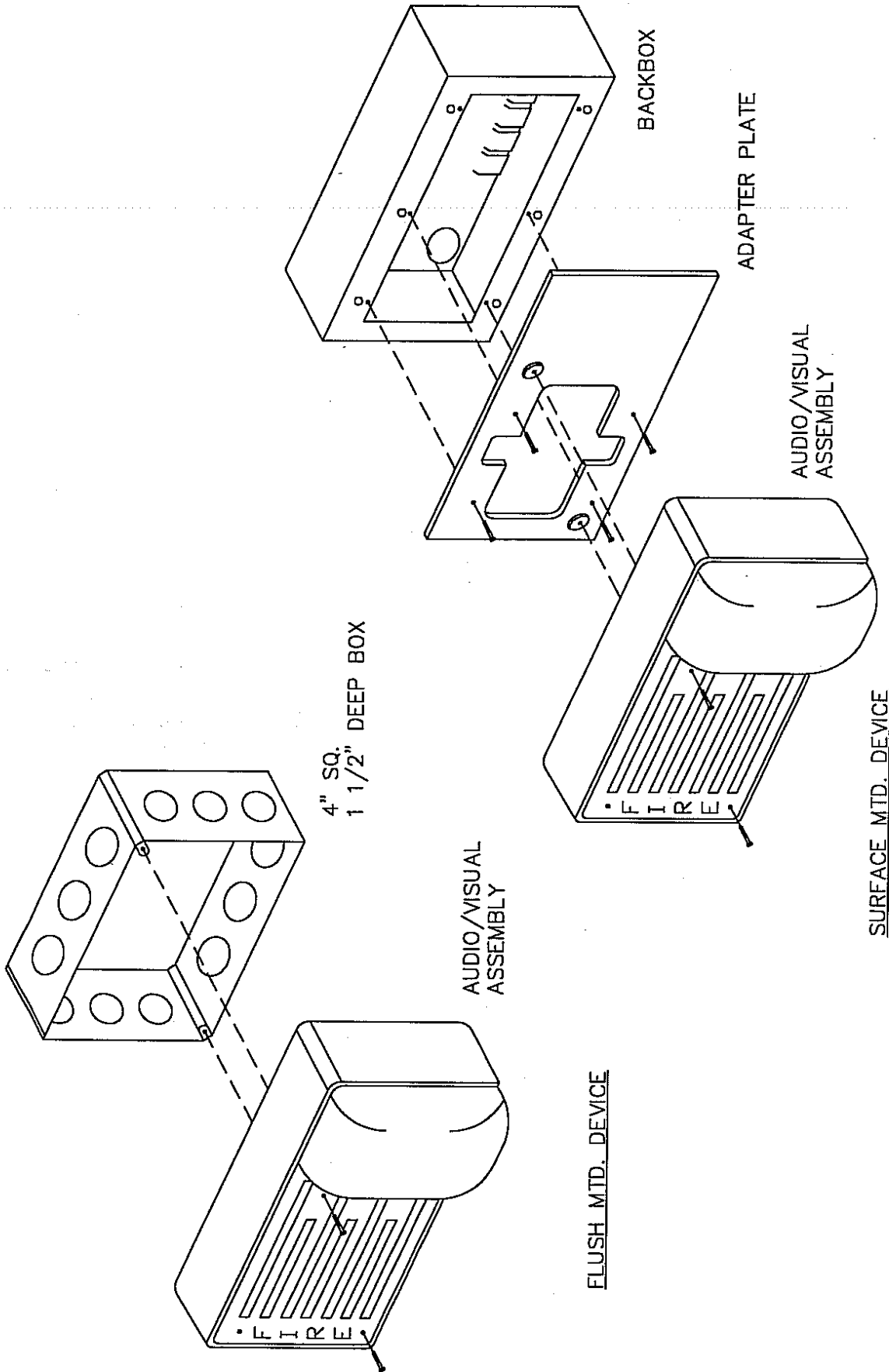
SCALE: N.T.S.



SITE LIGHTING PULL BOX DETAIL

10

SCALE: N.T.S.



A/V MTD. DETAIL

SCALE: NTS

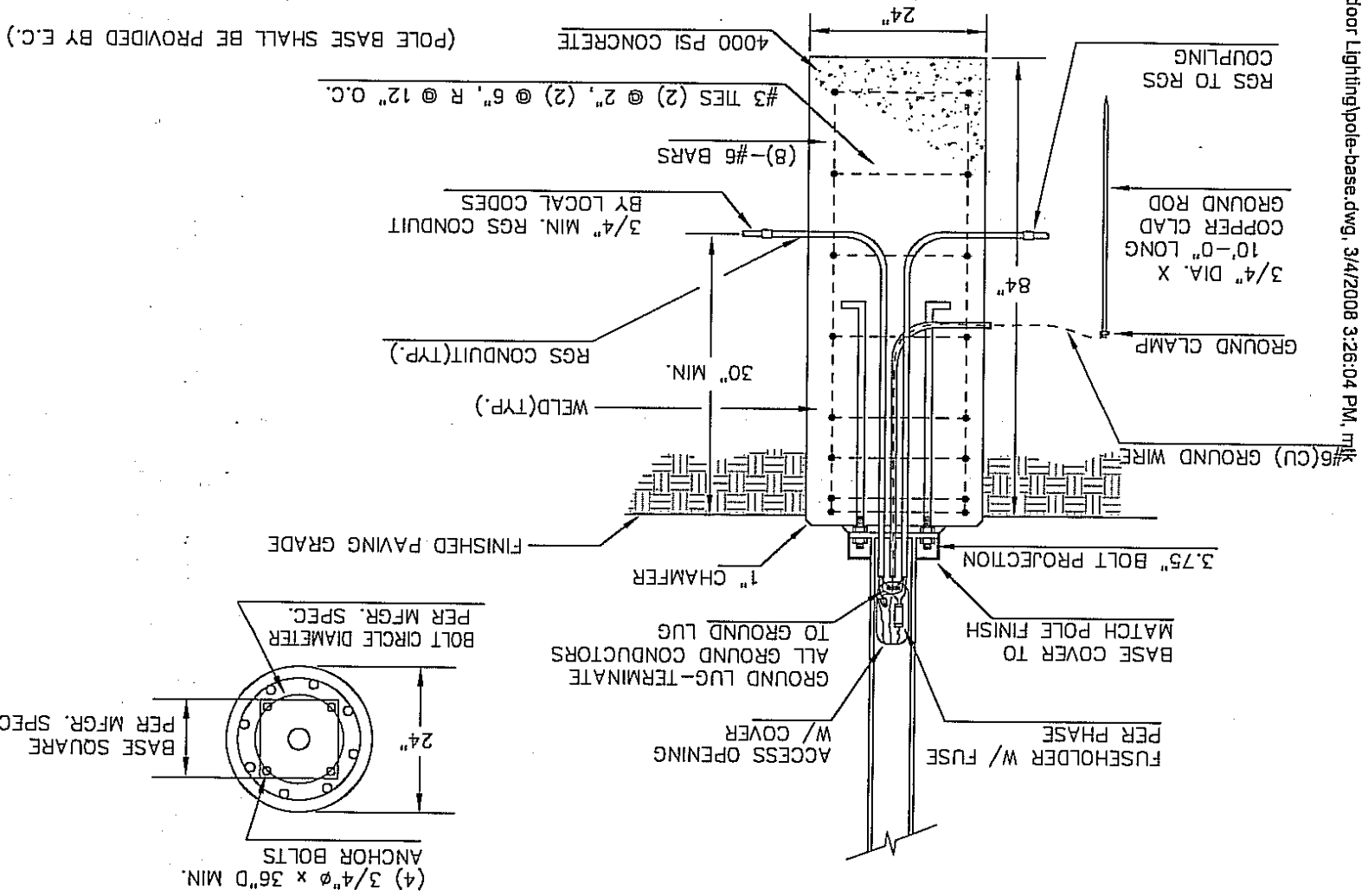
5

SCALE: N.T.S.

9

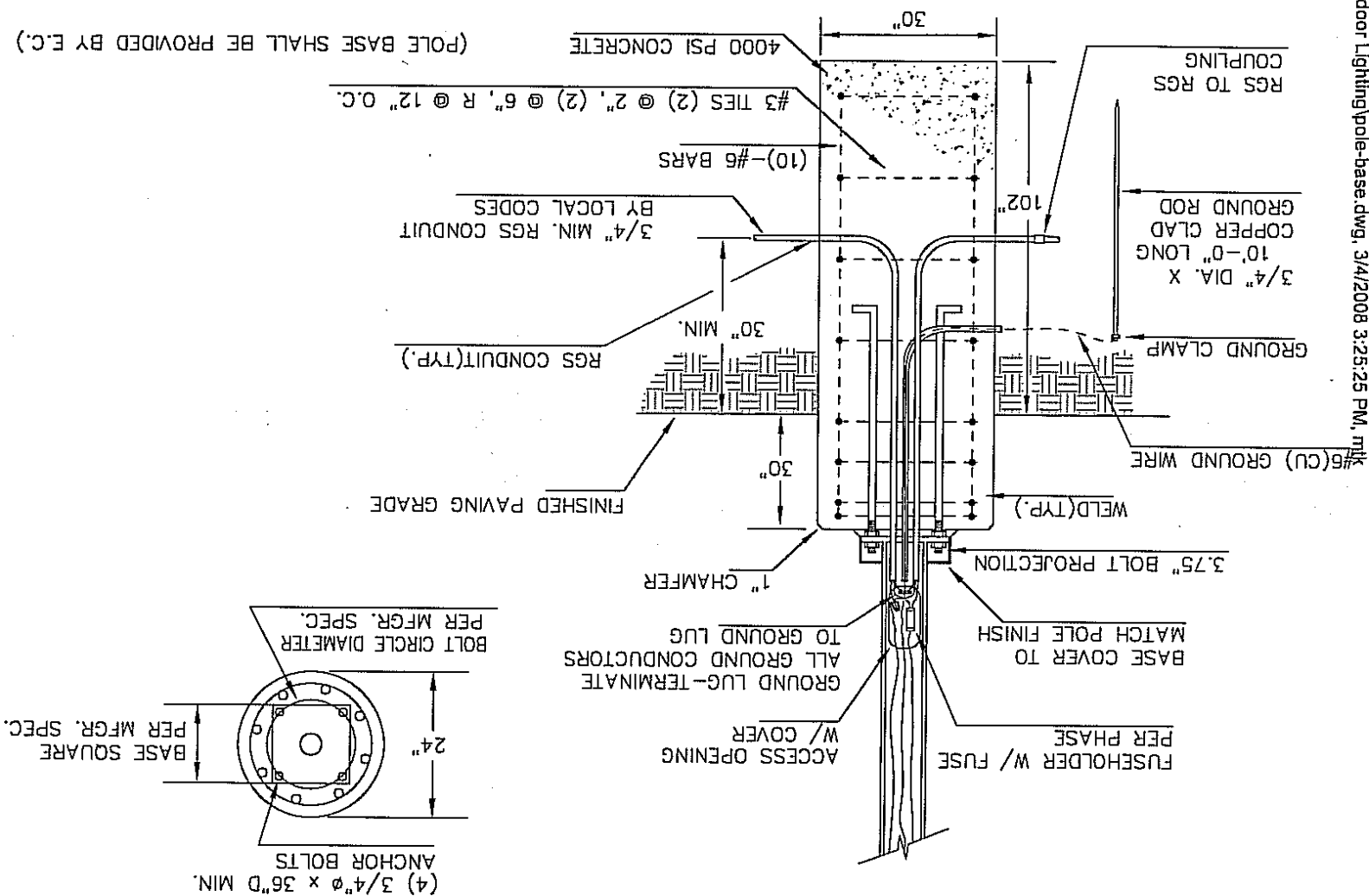
30' WALKWAY POLE BASE DETAIL

(POLE BASE SHALL BE PROVIDED BY E.C.)

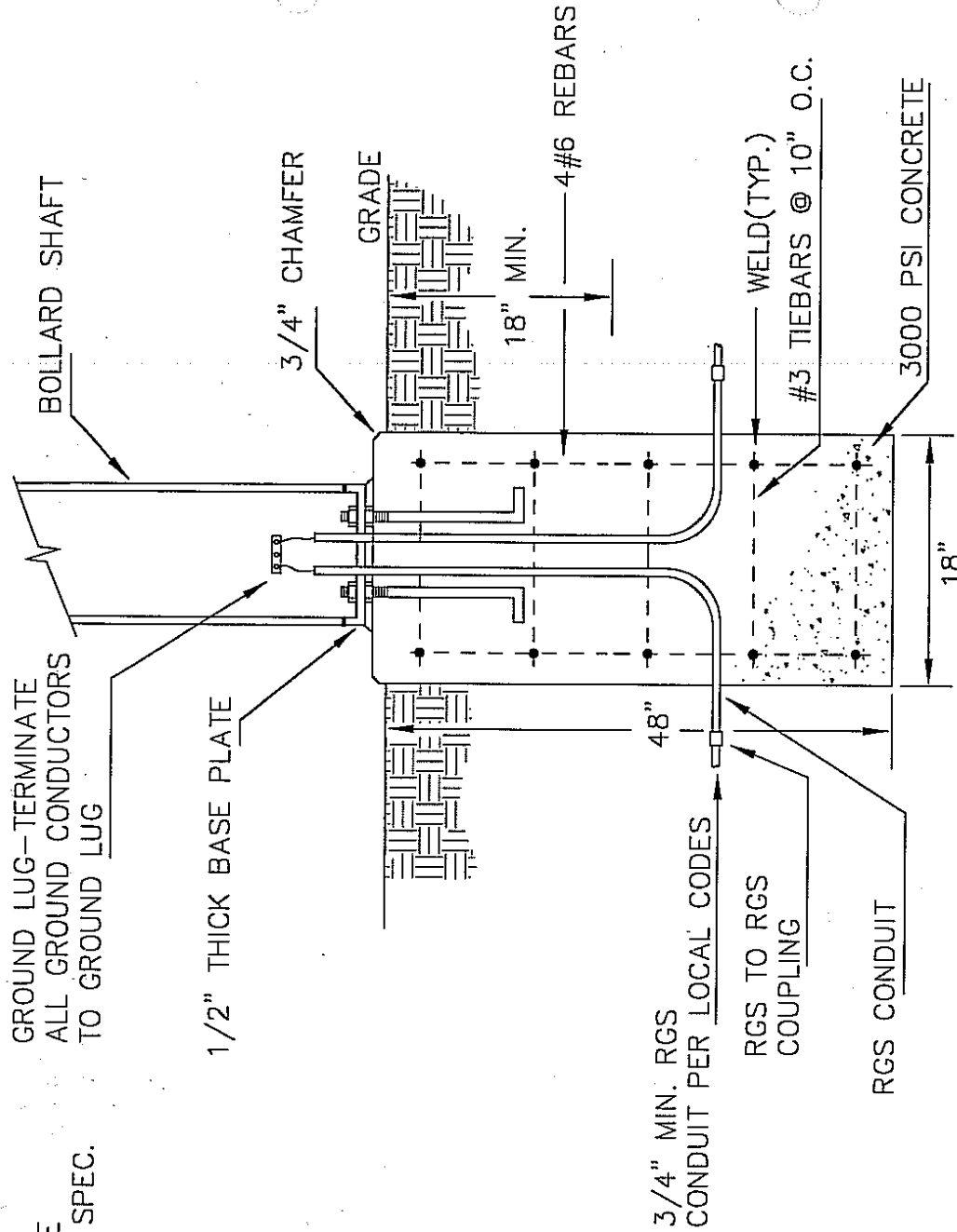
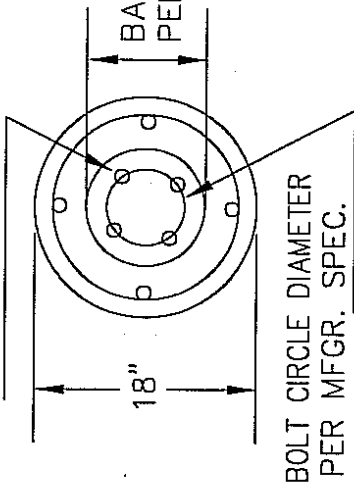


SCALE: N.T.S.

8



(4) 3/8" ϕ x 12" D MIN.
ANCHOR BOLTS

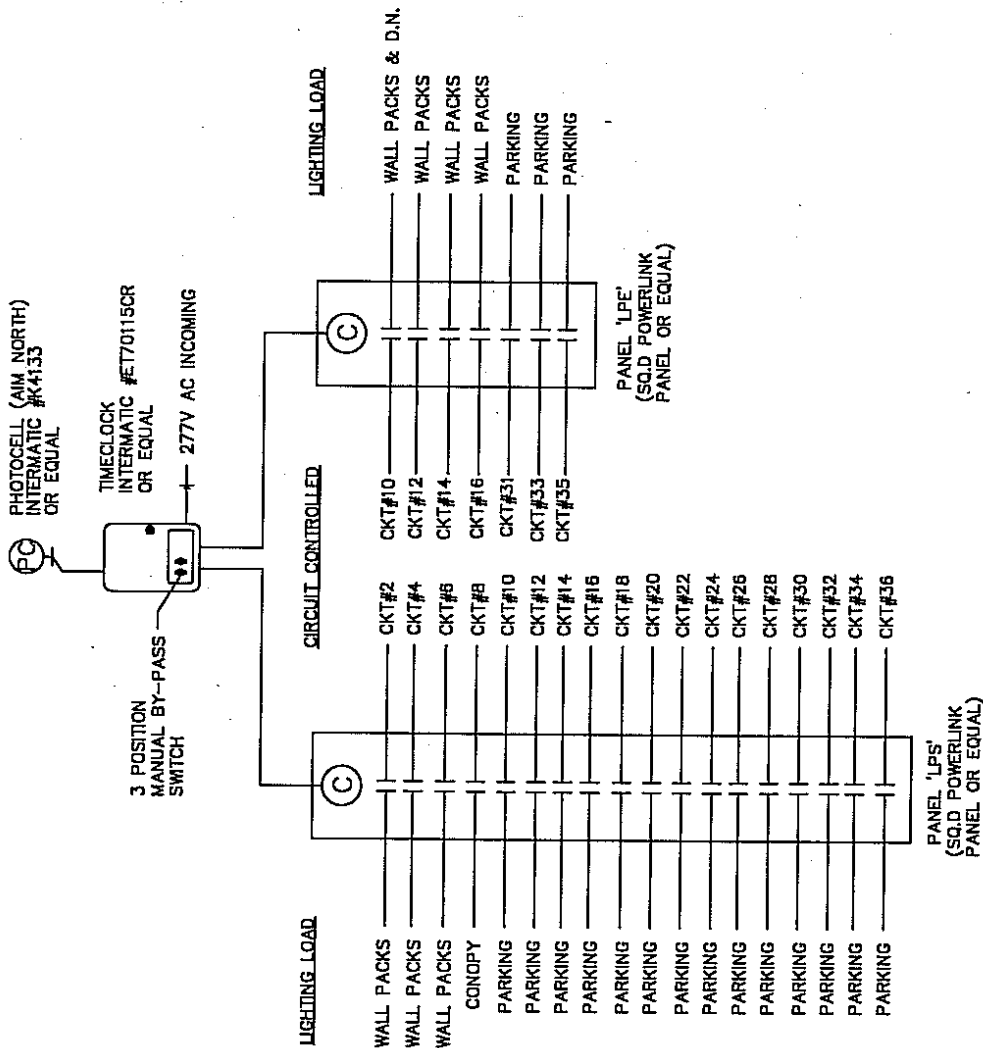


NOTE:

ALL WIRING SHALL MEET LOCAL, STATE,
AND NATIONAL ELECTRICAL CODES.

(CONCRETE BASE SHALL BE PROVIDED BY E.C.)

BOLLARD BASE DETAIL

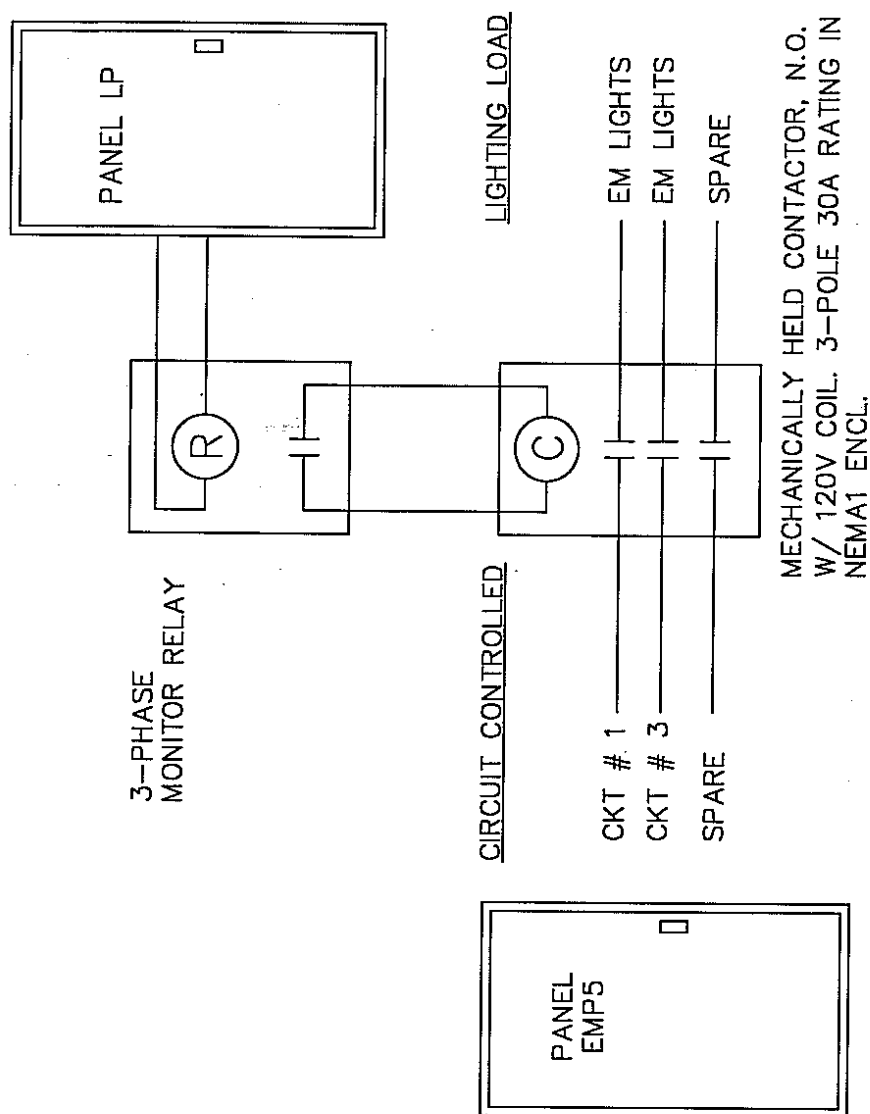


NOTE:

1. PHOTOCELL ON/TIME CLOCK OFF CONTROL W/ MANUAL OVERRIDE.
2. PROVIDE 277V POWER TO TIMECLOCK & PHOTOCELL (LPA CKT#442).
3. PROVIDE NEW PHOTOCELL ON ROOF TO FACE NORTH. EXACT LOCATION TO BE DETERMINED IN FIELD.

EXT. LIGHTING CONTROL DETAIL

SCALE: N.T.S.



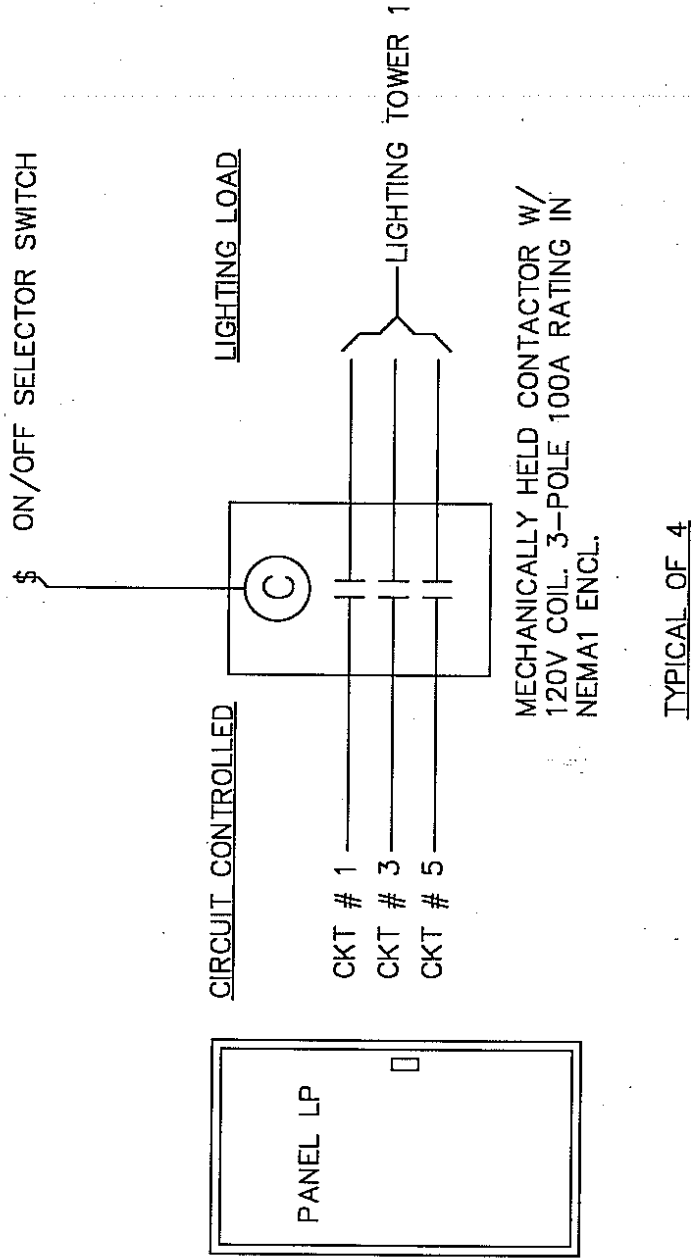
FOOTBALL FIELD EM LIGHTING CONTROL DETAIL

SCALE: N.T.S.

11

NOTE:

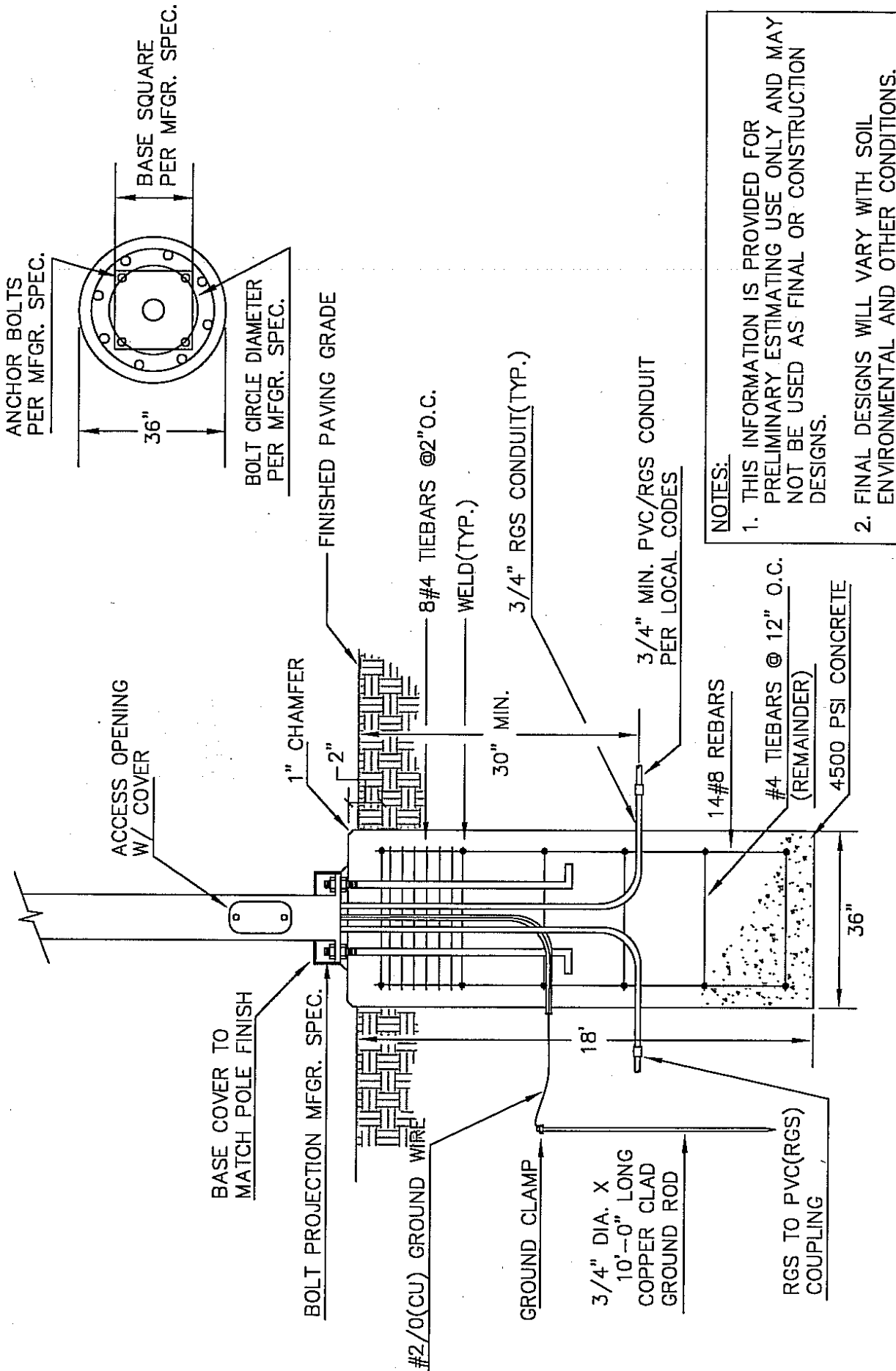
1. IN CASE OF POWER FAILURE, PHASE MONITOR SHALL ACTIVATE 3-POLE LIGHTING CONTACTOR.
2. LIGHTING CONTACTOR SHALL REMAIN OPEN DURING NORMAL OPERATION.



TYPICAL LIGHTING TOWER CONTROL DETAIL

11

SCALE: N.T.S.



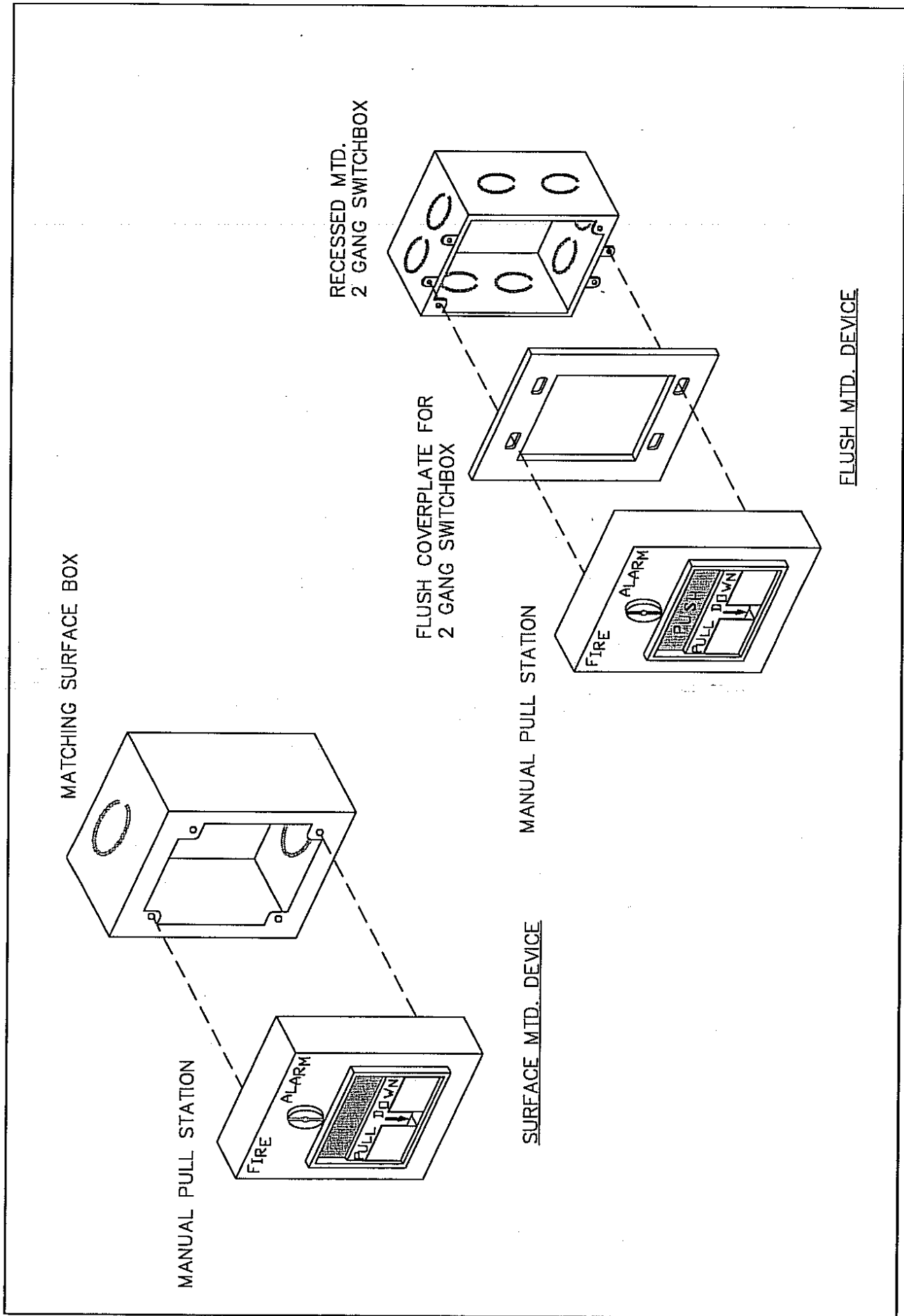
NOTES:

1. THIS INFORMATION IS PROVIDED FOR PRELIMINARY ESTIMATING USE ONLY AND MAY NOT BE USED AS FINAL OR CONSTRUCTION DESIGNS.
2. FINAL DESIGNS WILL VARY WITH SOIL ENVIRONMENTAL AND OTHER CONDITIONS.

LIGHTING TOWER POLE BASE DETAIL

8

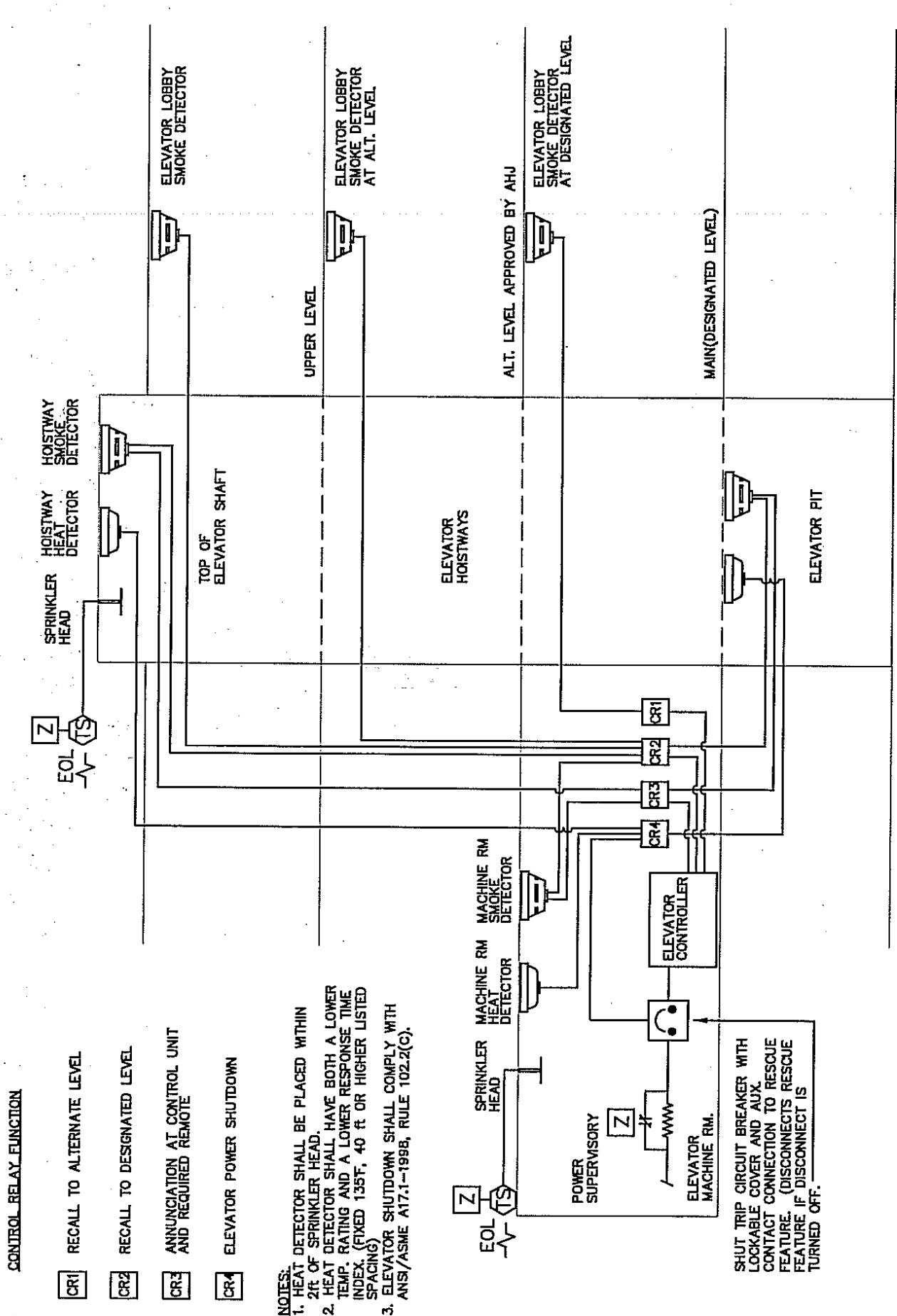
SCALE: N.T.S.



PULL STATION MTD. DETAIL

SCALE: NTS

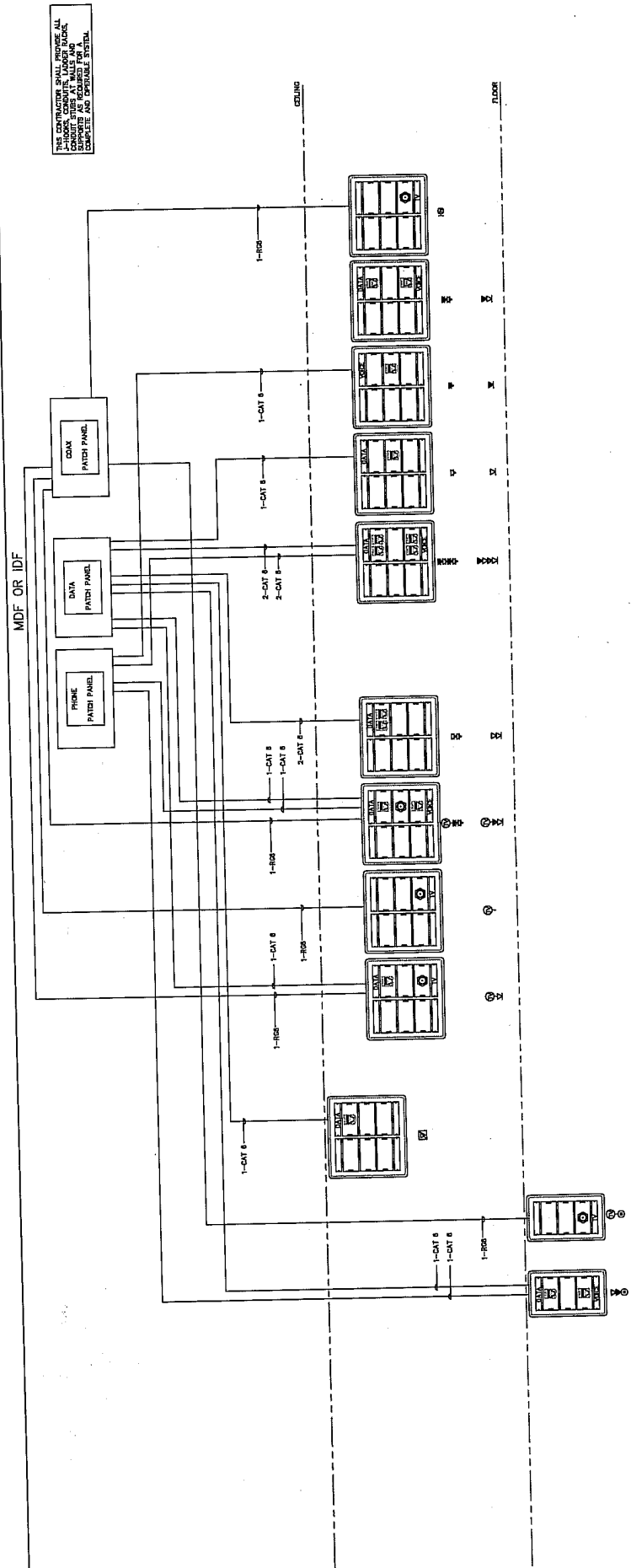
4



ELEVATOR RECALL DETAIL

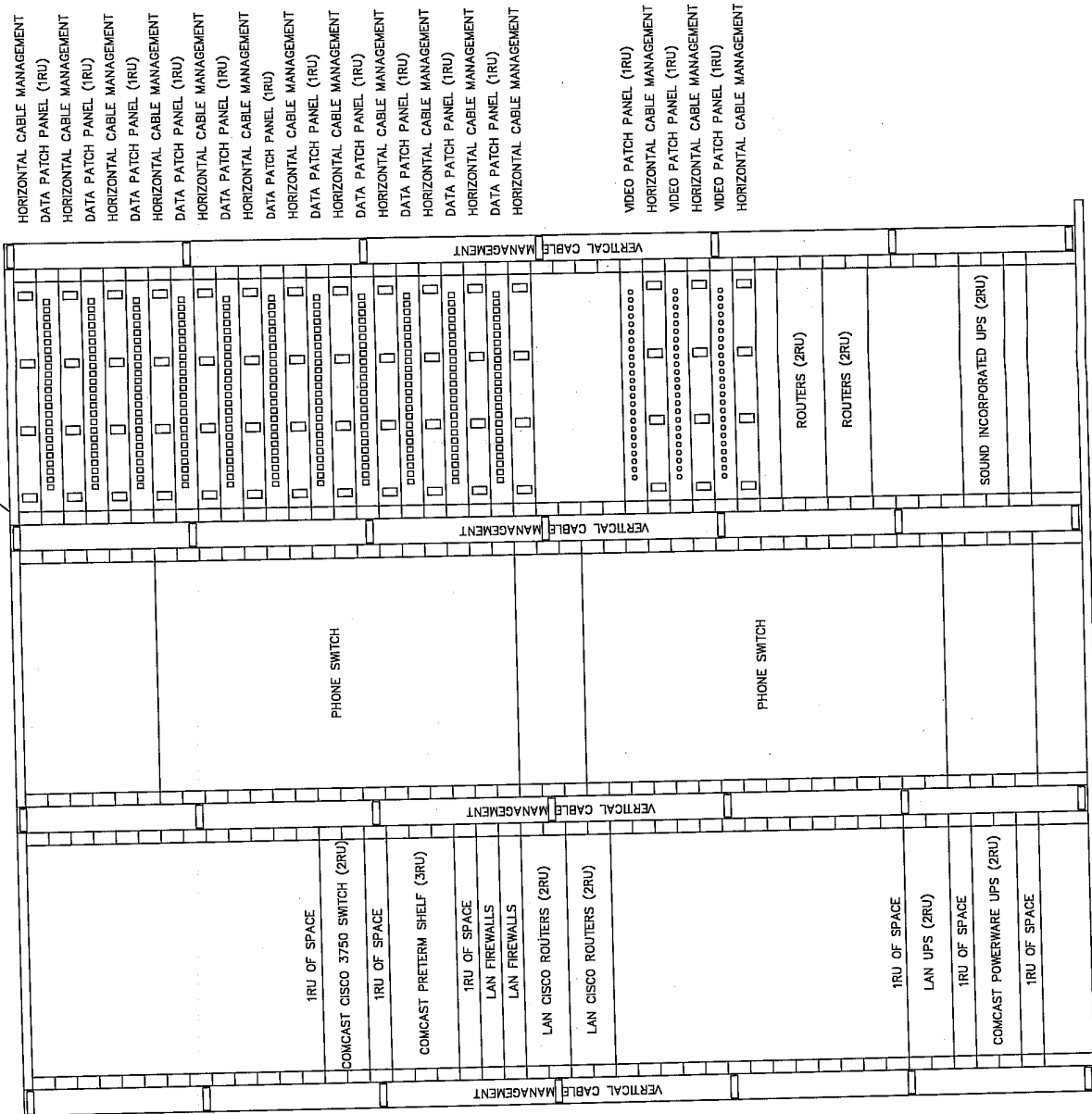
SCALE: NTS

2



GRAM
SCALE: NTS

FREE STANDING RACK (TYPICAL)

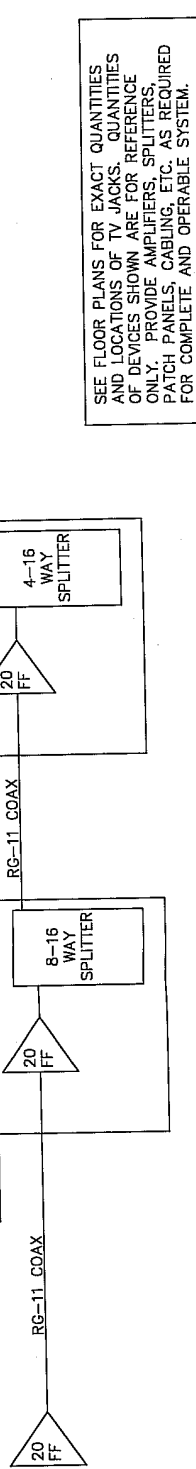


RACK SHOWN IS FOR REFERENCE ONLY.
VERIFY EXACT QUANTITIES OF PATCH
PANELS, ETC., WITH TERMINATION
SCHEDULES.

TYPICAL RACK/PUNCH DOWN BLOCK DETAIL 1
SCALE: NTS

SATELLITE DISH ON ROOF

CABLE ENTRY

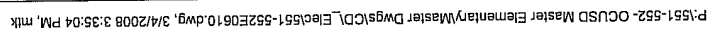


SEE FLOOR PLANS FOR EXACT QUANTITIES AND LOCATIONS OF TV JACKS. QUANTITIES OF DEVICES SHOWN ARE FOR REFERENCE ONLY. PROVIDE AMPLIFIERS, SPLITTERS, PATCH PANELS, CABLING, ETC. AS REQUIRED FOR COMPLETE AND OPERABLE SYSTEM.

CATV ONE LINE DIAGRAM

SCALE: NTS

[illegible]

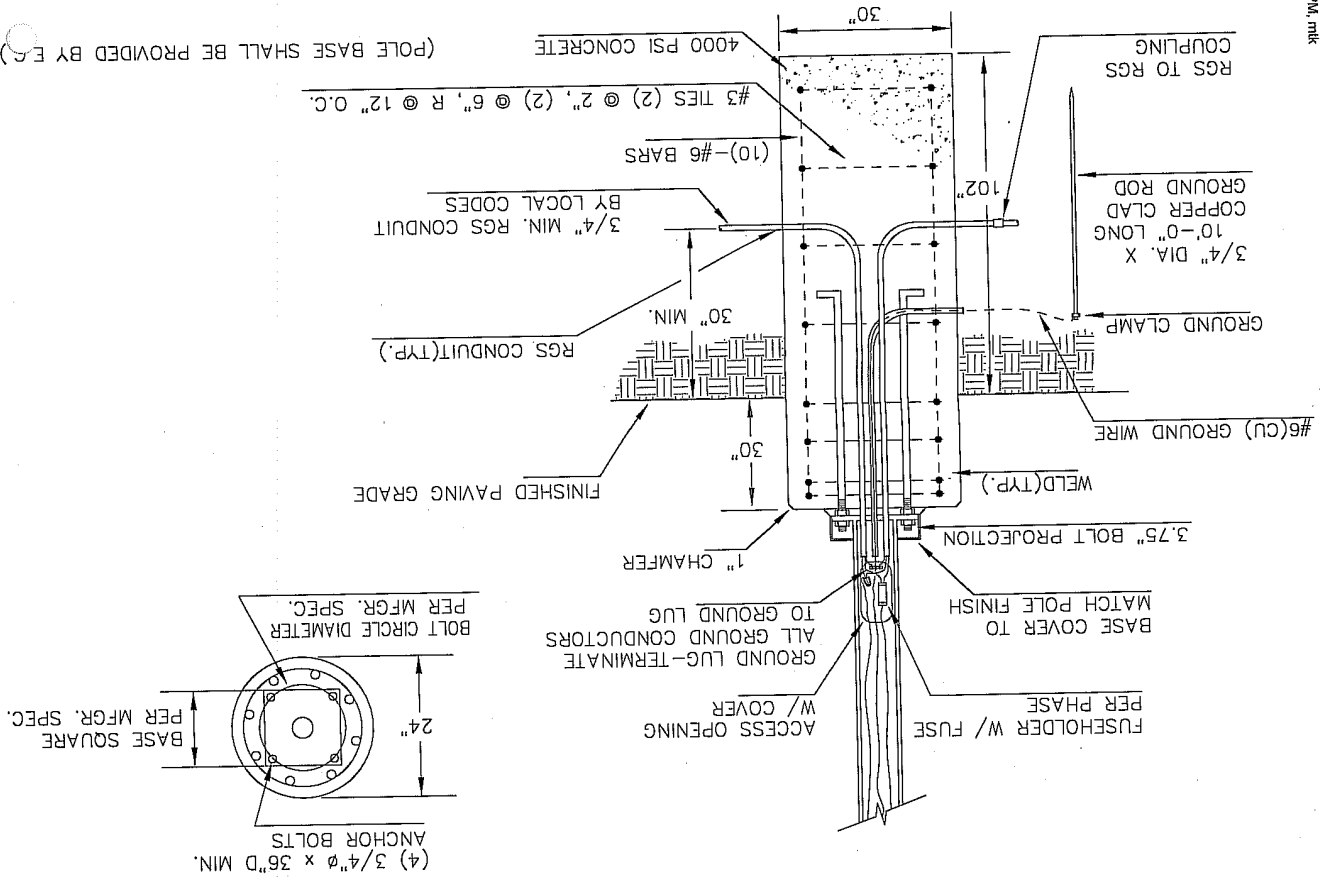


SCALE: N.T.S.

40' MAXIMUM PARKING LOT POLE BASE DETAIL

8

(POLE BASE SHALL BE PROVIDED BY E.C.)



SCALE: NTS

INTERIOR LUMINAIRE SCHEDULE										
NO.	TYPE	TRAFFIC LIGHT	DESCRIPTION	MPRL	CATALOG NUMBER	VOLTAGE	SHIELDING	FINISH	MOUNTING	NOTE
F2	F2	F2	3X LAMP IN W/ 11' LAMP	METALUX	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F3	F3	F3	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F4	F4	F4	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F5	F5	F5	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F6	F6	F6	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F7	F7	F7	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F8	F8	F8	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F9	F9	F9	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F10	F10	F10	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F11	F11	F11	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F12	F12	F12	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F13	F13	F13	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F14	F14	F14	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F15	F15	F15	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F16	F16	F16	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F17	F17	F17	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F18	F18	F18	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F19	F19	F19	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F20	F20	F20	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F21	F21	F21	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F22	F22	F22	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F23	F23	F23	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F24	F24	F24	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F25	F25	F25	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F26	F26	F26	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F27	F27	F27	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F28	F28	F28	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F29	F29	F29	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F30	F30	F30	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F31	F31	F31	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F32	F32	F32	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F33	F33	F33	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F34	F34	F34	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F35	F35	F35	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F36	F36	F36	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F37	F37	F37	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F38	F38	F38	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F39	F39	F39	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F40	F40	F40	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F41	F41	F41	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F42	F42	F42	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F43	F43	F43	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F44	F44	F44	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F45	F45	F45	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F46	F46	F46	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F47	F47	F47	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F48	F48	F48	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F49	F49	F49	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F50	F50	F50	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F51	F51	F51	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F52	F52	F52	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F53	F53	F53	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F54	F54	F54	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F55	F55	F55	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F56	F56	F56	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F57	F57	F57	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F58	F58	F58	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F59	F59	F59	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F60	F60	F60	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F61	F61	F61	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F62	F62	F62	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F63	F63	F63	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F64	F64	F64	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F65	F65	F65	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F66	F66	F66	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F67	F67	F67	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F68	F68	F68	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F69	F69	F69	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F70	F70	F70	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F71	F71	F71	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F72	F72	F72	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F73	F73	F73	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F74	F74	F74	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F75	F75	F75	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F76	F76	F76	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F77	F77	F77	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F78	F78	F78	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F79	F79	F79	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F80	F80	F80	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F81	F81	F81	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F82	F82	F82	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F83	F83	F83	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F84	F84	F84	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F85	F85	F85	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F86	F86	F86	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F87	F87	F87	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F88	F88	F88	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F89	F89	F89	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F90	F90	F90	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F91	F91	F91	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F92	F92	F92	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F93	F93	F93	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F94	F94	F94	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F95	F95	F95	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F96	F96	F96	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F97	F97	F97	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F98	F98	F98	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F99	F99	F99	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	
F100	F100	F100	3X LAMP IN W/ 11' LAMP	UPHOLSTER	PD30-32Z-EBH-1	120V/17	PRISMATIC ACRYLIC	WHITE	RECEIVED	

08 C 1529

**JUDGE ZAGEL
MAGISTRATE JUDGE NOLAN**

EXHIBIT B



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
Register of Copyrights, United States of America

Form VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGISTERED

VAU740-105



1-5-07
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work

Park District-Southbury Site

Architectural Plans - not yet constructed

NATURE OF THIS WORK See Instructions

Architectural Work

Previous or Alternative Titles

N/A

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

N/A

If published in a periodical or serial give: Volume

Number

Issue Date

On Pages

2

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR

a Kluber, Skahan & Associates, Inc.

DATES OF BIRTH AND DEATH

Year Born

Year Died

Was this contribution to the work a "work made for hire"?

☒ Yes

☐ No

Author's Nationality or Domicile: Name of Country

OR ☐ Citizen of USA
☐ Domiciled in USA

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions.

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☒ Architectural work

Name of Author

Dates of Birth and Death

Year Born

Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☐ No

Author's Nationality or Domicile: Name of Country

OR ☐ Citizen of
☐ Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions.

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

3

Year in Which Creation of This Work Was Completed

2006

This information must be given Year in all cases.

Date and Nation of First Publication of This Particular Work

Complete this information: Month

Day

Year

ONLY IF this work has been published:

Nation

4

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Kluber, Skahan & Associates, Inc.

901 N. Batavia Avenue, Suite 301

Batavia, IL 60510

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED

JAN 05 2007

ONE DEPOSIT RECEIVED

JAN 05 2007

FUNDS RECEIVED

MORE ON BACK

• Complete all applicable spaces (numbers 5-7) on the reverse side of this page.
• See detailed instructions.
• Begin the form at line 5.

DO NOT WRITE HERE

Page 1 of 2 pages

EXAMINED BY SPW

FORM VA

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No. If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ☐a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.If your answer is "Yes," give Previous Registration Number ☐Year of Registration ☐

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ☐

N/A

a

See instructions
before completing
this space.b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ☐

N/A

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ☐Account Number ☐

N/A

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent: Name/Address/Apt/City/State/Zip ☐

Nicholas A. Grojean

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, PC

140 South Dearborn-Suite 600

Chicago, IL 60603

Area code and daytime telephone number

312-782-7606

Fax number

312-782-0943

Email

Ngrojean@ancelglink.com

b

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ☐☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ Authorized agent of Kluher, Skahan & Associates, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Nicholas A. Grojean

Date

11/2/07

Handwritten Signature (X) ☒Certificate
will be
mailed in
window
envelope
to this
address:Name ☐ Nicholas A. Grojean

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer

Number/Street Apt ☐

140 South Dearborn-Suite 600

City/State/Zip ☐

Chicago, IL 60603

REMARKS

1. Complete all necessary spaces.
2. Sign your application in space 8.SEND ALL TELEPHONES
IN THE SAME PACKAGE1. Application form
2. Non-refundable filing fee in check or money
order payable to Register of Copyrights
3. Deposit materialMAIL TO:
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-0002

*17. USC §506(c): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA

Form Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

VAu 734-219



EFFECTIVE DATE OF REGISTRATION

1-5-07
Month Day Year

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work

New (Plank) Junior High School
Plans and Project Manual - constructed 2006

NATURE OF THIS WORK See Instructions

Architectural work

Previous or Alternative Titles

N/A

Publishing as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

N/A

If published in a periodical or serial give: Volume

Number

First Date

On Pages

2

NAME OF AUTHOR

a Klubex, Skahan & Associates, Inc.

DATES OF BIRTH AND DEATH

Year Born

Year Died

Was this contribution to the work a "work made for hire"?

☒ Yes

☐ No

Author's Nationality or Domicile

OR Citizen of USA

Domiciled in USA

Was This Author's Contribution to the Work

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If this answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☒ Architectural work

Name of Author

Dates of Birth and Death

Year Born

Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☐ No

Author's Nationality or Domicile

OR Citizen of

Domiciled in

Was This Author's Contribution to the Work

Anonymous?

☐ Yes ☐ No

Pseudonymous?

☐ Yes ☐ No

If this answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See Instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

3

Year in Which Creation of This Work Was Completed

2005

Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month

Day

Year

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Klubex, Skahan & Associates, Inc.

901 N. Batavia Avenue, Suite 301

Batavia, IL 60510

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED

JAN 05 2007

ONE DEPOSIT RECEIVED

JAN 05 2007

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK

Complete all applicable spaces (numbers 5-9) on the reverse side of this page.

See detailed instructions.

Sign the form at the bottom.

DO NOT WRITE HERE

Page 1 of 2 pages

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author to copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number

Year of Registration

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

N/A

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

N/A

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name

Account Number

N/A

CORRESPONDENCE Give name and address to which correspondence about this application should be sent: Name/Address/Apt/City/State/Zip

Nicholas A. Grojean

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, PC

140 South Dearborn-Suite 600

Chicago, IL 60603

Area code and daytime telephone number (312) 782-7606

Fax number (312) 782-0943

Email Ngrojean@ancelglink.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one

☐ author☐ other copyright claimant☐ owner of exclusive right(s)

X authorized agent of Kluber, Skahan & Associates, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Nicholas A. Grojean

Date 1/2/07

Handwritten signature (X)

Certificate
will be
mailed in
window
envelope
to this
address:

Name

Nicholas A. Grojean

Number/Street/Apt

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer
140 South Dearborn - Suite 600

City/State/ZIP

Chicago, IL 60603

YOUR JUST

Complete all necessary spaces
Sign your application in space 8SEND ALL FEES AND
IN THE SAME ENVELOPE1. Application form
2. Nonrefundable filing fee in check or money
order payable to Register of Copyrights
3. Deposit materialMAIL TO
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-6000

*17 USC §506(a): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



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Marybeth Peters

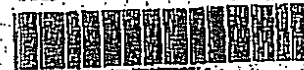
Register of Copyrights, United States of America



Form VA

Part 5, Work of the Visual Arts

VAU739-071



EFFECTIVE DATE OF REGISTRATION

1.5.07

Month

Day

Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ☒ NATURE OF THIS WORK ☒ Architectural Work

New (Ashcroft) Junior High School

Architectural plans-not yet constructed

Architectural Work

Previous or Alternative Title ☒

Alternative Title: New (Grande Park) Junior High School

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work to which the contribution is added. Title of Collective Work ☒

N/A

If published in a periodical or serial give: Volume ☒

Number ☒

Issue Date ☒

On Page ☒

NAME OF AUTHOR ☒

DATES OF BIRTH AND DEATH

Year Born ☒

Year Died ☒

a. Klubex, Skahan & Associates, Inc.

Was this contribution to the work a "work made for hire"? ☒ Yes ☐ No

Author's Nationality or Domestic Name of Country

OR ☒ Citizen of USA

☒ Domiciled in USA

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see attached instructions.

Nature of Authorship. Check appropriate box(es). See instructions.

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☒ Architectural work

NAME OF AUTHOR ☒

Dates of Birth and Death

Year Born ☒

Year Died ☒

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

Author's Nationality or Domestic Name of Country

OR ☒ Citizen of

☒ Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ No

Pseudonym? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see attached instructions.

Nature of Authorship. Check appropriate box(es). See instructions.

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

Year in Which Creation of This Work Was Completed

2006

Date and Month of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month

Day

Year

COPYRIGHT CLAIMANT(S) Name and Address must be given even if the claimant is the same as the author given in space 2. ☒

Klubex, Skahan & Associates, Inc.

901 N. Batavia Avenue, Suite 301

Batavia, IL 60510

Transferor: If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief description of how the claimant(s) obtained ownership of the copyright. ☒

APPLICATION RECEIVED

1.5.07 - 5.17.07

ONE DEPOSIT RECEIVED

1.5.07

TWO DEPOSITS RECEIVED

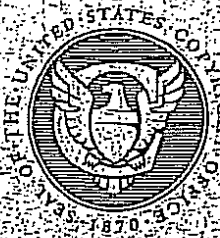
FUNDS RECEIVED

MORE ON BACK

• Complete all applicable spaces (numbers 5-7) on the reverse side of this page.
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• Sign the form at the bottom.

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Page 3 of 2 pages



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Margbeth Peters
Register of Copyrights, United States of America

Form VA
Visual Arts
VAU 739-704
EFFECTIVE DATE OF REGISTRATION
1/1/07

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 **Title of This Work** ☐ **Nature of This Work** ☐ See Instructions
Grande Park Elementary School Plans and Project Manual Under Construction Architectural Work

Previous or Alternative Titles ☐ **Publication as a Contribution** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. **Title of Collective Work** ☐
N/A

Published in a periodical or serial given ☐ **Volume** ☐ **Number** ☐ **Issue Date** ☐ **On Pages** ☐
N/A

2 **NAME OF AUTHOR** ☐ **DATES OF BIRTH AND DEATH**
a Kluber, Skahan & Associates, Inc. Year Born ☐ Year Died ☐

NOTE

Under the law, the "author" of a work made for hire is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person) for whom the work was prepared as "Author" of that part, and leave the space for dates of birth and death blank.

Was this contribution to the work a ☐ **Author's Nationality or Domicile** ☐ **Was This Author's Contribution to the Work** ☐
If "Yes," see detailed instructions. If "No," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions.
☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

b **Name of Author** ☐ **Dates of Birth and Death**
Year Born ☐ Year Died ☐

Was this contribution to the work a ☐ **Author's Nationality or Domicile** ☐ **Was This Author's Contribution to the Work** ☐
If "Yes," see detailed instructions. If "No," see detailed instructions.

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☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3 **a** **Year in Which Creation of This Work Was Completed** ☐ **b** **Date and Month of First Publication of This Particular Work**
2006 This information must be given in all cases. Complete this information: Month ☐ Day ☐ Year ☐

4 **COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2. ☐
Kluber, Skahan & Associates, Inc.
901 N. Batavia Avenue, Suite 301
Batavia, IL 60510

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ☐

APPLICATION RECEIVED
ONE DEPOSIT RECEIVED
TWO DEPOSITS RECEIVED
FUNDS RECEIVED

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for the work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author or copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number

Year of Registration

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

N/A

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

N/A

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name

Account Number

N/A

CORRESPONDENCE Give name and address to which correspondence about this application should be sent: Name/Address/Apt./City/State/Zip

Nicholas A. Grojean

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, PC

140 South Dearborn-Suite 600

Chicago, IL 60603

Area code and daytime telephone number (312) 782-7606

Fax number (312) 782-0943

Email Ngrojean@ancelglink.com

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one ☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)☒ Authorized agent of Kluber, Skahan & Associates, Inc.

(Name of author or other copyright claimant, or owner of exclusive right(s))

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Nicholas A. Grojean

Date 1/2/07

Handwritten signature (X)

Certificate
will be
mailed in
window
envelope
to this
address:

Name Nicholas A. Grojean
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer

Number/Street Apt. 140 South Dearborn-Suite 600

City/State/Zip Chicago, IL 60603

YOUR TASKS

Complete all necessary tasks.
Sign your application in space 8.SEND ALL ELEMENTS
IN THE SAME PACKAGE1. Application form
2. Nonrefundable filing fee in check or money
order payable to Register of Copyrights
3. Deposit materialMAIL TO: COPYRIGHT OFFICE
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20540-0000

*17 USC 506(c): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form VA
For a Work of the Visual Arts

VAu739-070



EFFECTIVE DATE OF REGISTRATION

1 4 07

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU HAVE MORE THAN ONE WORK, USE A SEPARATE CERTIFICATION CARD.

1

Title of the Work

New Elementary Schools 1 and 2
(Southbury Elementary)

Architectural Plans-not yet constructed

NATURE OF THIS WORK (See Instructions)

Architectural work

Previous or Alternative Titles

Alternative Title: New Elementary Schools 1 and 2 (Hunt Club Elementary)

Published as a Contribution This work was published as a contribution to a periodical, serial, or collection; give information about the collective work in which the contribution appeared. Title of Collective Work

N/A

It published in a periodical or serial given: Yes ☒ No ☐

Number

Issue Date

On Page

2

NOTE

Under the law, the "author" of a work made for hire is generally the employer, not the employee (see instruction 1). For any part of this work that was made for hire, check "Yes" in the space provided, giving the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for date of birth and death blank.

NAME OF AUTHOR

a Kluber, Skahan & Associates, Inc.

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire?"

Yes ☒ No ☐

Author's Nationality or Domicile

OR { Name of Country: USA
Citizen of: USA
Domiciled in: USA

Was This Author's Contribution to the Work

Anonymous? Yes ☐ No ☒
Pseudonymous? Yes ☐ No ☒

If the answer to either of these questions is "Yes," see attached instructions.

Nature of Authorship Check appropriate box(es). See instructions.

☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☒ Architectural work

Name of Author

Dates of Birth and Death

Year Born Year Died

Was this contribution to the work a "work made for hire?"

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OR { Name of Country
Citizen of
Domiciled in

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☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3

Year in Which Creation of This Work Was Completed

a 2006

This information must be given in all cases.

Date and Place of First Publication of This Particular Work

b Completely Informative: Month Day Year

ONLY if this work has been published

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 1.

Kluber, Skahan & Associates, Inc.
901 N. Batavia Avenue, Suite 301
Batavia, IL 60510

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APPLICATION RECEIVED

1 4 07 5 17 07

ONE DEPOSIT RECEIVED

1 4 07

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK

Complete all applicable spaces (numbers 6-9) on the reverse side of this page.
• See attached instructions. • Sign the form at the 6.

DO NOT WRITE HEREIN

Page 1 of 2 page

08 C 1529

**JUDGE ZAGEL
MAGISTRATE JUDGE NOLAN**

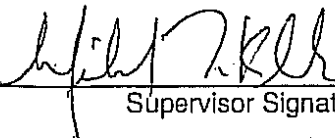
EXHIBIT C

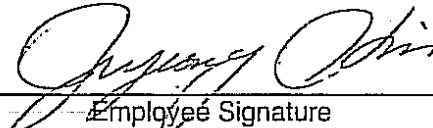
EMPLOYEE EXIT INTERVIEW

Employee Name	<u>Jey Kim</u>
Start Date	<u>4/18/02</u>
End Date	<u>4/12/04</u>
Exit Interview Date	<u>4/12/04</u>
End Rate of Pay	<u>63,000</u>

Circle or Check Mark upon completion

- 1 Employee Termination or Resignation
- 2 Obtain Office Keys ☒
- 3 Continuation of Coverage Election Form for Blue Cross/Blue Shield Medical Benefits
Elect to maintain until May 30th, start premium in May.
- 4 Continuation of Coverage Election Letter for Unum Disability Insurance ☒
- 5 Discuss Final Payroll Electronic Deposit Date
Next week Paydex will deliver final withholding info.
- 6 Remaining Vacation Pay (if applicable - see attached report)
By Friday 5/1/04, KSA will send either check or invoice
1 week remaining
- 7 Severance Pay (if applicable) Yes or No
- 8 Personal/Sick Time Taken - see attached report
Report not available
- 9 Exit Interviewer Comments
1) Pleasure working, hard working, learned well.
2) Intellectual property plans and specs + work product
not to be taken - removable by law.
3) MK most requested reimbursement for PE exam and
training \$188 + 595 - Jey Kim Agrees to pay.
- 10 Employee Comments (if any)
Pleasure working
Learned a lot


 Supervisor Signature


 Employee Signature